

**FIFTH FIVE-YEAR REVIEW REPORT FOR
GOULD, INC. SUPERFUND SITE
MULTNOMAH COUNTY, OREGON**



SEPTEMBER 2017

Prepared by

**U.S. Environmental Protection Agency
Region 10
Seattle, WA**

Cami Grandinetti

**Cami Grandinetti, Program Manager
Remedial Cleanup Program
Office of Environmental Cleanup**

9/6/17

Date

Table of Contents

LIST OF ABBREVIATIONS & ACRONYMS.....	3
I. INTRODUCTION.....	4
Site Background.....	4
FIVE-YEAR REVIEW SUMMARY FORM	5
II. RESPONSE ACTION SUMMARY.....	7
Basis for Taking Action	7
Response Actions	7
Status of Implementation	8
Systems Operations/Operation & Maintenance	11
III. PROGRESS SINCE THE LAST REVIEW	11
IV. FIVE-YEAR REVIEW PROCESS.....	12
Community Notification, Involvement & Site Interviews	12
Data Review.....	12
Site Inspection.....	16
V. TECHNICAL ASSESSMENT	16
QUESTION A: Is the remedy functioning as intended by the decision documents?	16
QUESTION B: Are the exposure assumptions, toxicity data, cleanup levels and RAOs used at the time of the remedy selection still valid?.....	17
QUESTION C: Has any other information come to light that could call into question the protectiveness of the remedy?.....	17
VI. ISSUES/RECOMMENDATIONS	18
OTHER FINDINGS.....	18
VII. PROTECTIVENESS STATEMENT.....	18
VIII. NEXT REVIEW	18
APPENDIX A – REFERENCE LIST	A-1
APPENDIX B – SITE CHRONOLOGY	B-1
APPENDIX C – SITE MAPS	C-1
APPENDIX D – SITE INSPECTION CHECKLIST.....	D-1
APPENDIX E – PRESS NOTICE	E-1
APPENDIX F – SITE INSPECTION PHOTOS	F-1
APPENDIX G – DETAILED ARAR REVIEW	G-1
APPENDIX H – DETAILED TOXICITY REVIEW	H-1
APPENDIX I – INTERVIEW FORMS	I-1
APPENDIX J – RESTRICTIVE COVENANTS	J-1

Tables

Table 1: Summary of Implemented Institutional Controls (ICs) for Soil.....	9
Table 2: Protectiveness Determinations/Statements from the 2012 FYR	11
Table 3: Lead Concentrations in Groundwater (2012-2016).....	13
Table 4: Lead Concentrations in the LDS (2012-2016)	14
Table B-1: Site Chronology.....	B-1
Table G-1: Groundwater COC ARAR Review	G-1
Table H-1: Screening-level Risk Evaluation of Soil Cleanup Goals – Industrial Scenario.....	H-1

Figures

Figure 1: Site Vicinity Map.....	6
Figure 2: Institutional Control Map.....	10
Figure 3: Detailed Site Map	15
Figure C-1: EDLR Excavation Extent.....	C-1
Figure C-2: Surface Soil Excavation Extent – Gould Property	C-2
Figure C-3: Surface Soil Excavation Extent – Rhone-Poulenc Property	C-3

LIST OF ABBREVIATIONS & ACRONYMS

ARAR	Applicable or Relevant and Appropriate Requirement
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
COC	Contaminant of Concern
DEQ	Department of Environmental Quality
EDLR	East Doane Lake Remnant
EPA	United States Environmental Protection Agency
FYR	Five-Year Review
HQ	Hazard Quotient
IC	Institutional Control
LDS	Leak Detection Sump
MCL	Maximum Contaminant Level
µg/L	Micrograms per Liter
mg/kg	Milligrams per Kilogram
mg/L	Milligrams per Liter
NCP	National Contingency Plan
NPL	National Priorities List
O&M	Operations and Maintenance
OCF	On-site Containment Facility
OU	Operable Unit
PRP	Potentially Responsible Party
RAO	Remedial Action Objective
RCRA	Resource Conservation and Recovery Act
RI/FS	Remedial Investigation/Feasibility Study
ROD	Record of Decision
RPM	Remedial Project Manager
RSL	Regional Screening Level
SDWA	Safe Drinking Water Act
TCLP	Toxicity Characteristic Leaching Procedure
UU/UE	Unlimited Use and Unrestricted Exposure

I. INTRODUCTION

The purpose of a five-year review (FYR) is to evaluate the implementation and performance of a remedy to determine if the remedy is and will continue to be protective of human health and the environment. The methods, findings and conclusions of reviews are documented in FYR reports such as this one. In addition, FYR reports identify issues found during the review, if any, and document recommendations to address them.

The U.S. Environmental Protection Agency (EPA) is preparing this FYR pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 121, consistent with the National Contingency Plan (NCP) (40) Code of Federal Regulations (CFR) Section 300.430(f)(4)(ii)), and considering EPA policy.

This is the fifth FYR for the Gould, Inc. Superfund site (the Site). The triggering action for this statutory review is the completion date of the previous FYR. The FYR has been prepared due to the fact that hazardous substances, pollutants or contaminants remain at the site above levels that allow for unlimited use and unrestricted exposure (UU/UE).

The Site consists of two operable units (OUs). OU1 addresses soil contamination and OU2 addresses groundwater contamination. EPA issued a 2000 no action Record of Decision (ROD) for the groundwater OU. This FYR focuses on the remedy selected for the soils OU.

EPA remedial project managers (RPMs) Deborah Robinson and Jeremy Jennings led the FYR. Participants included David Lacey from the Oregon Department of Environmental Quality (DEQ) and Alison Cattani and Treat Suomi from EPA support contractor Skeo. The potentially responsible parties (PRPs) were notified of the initiation of the FYR. The review began on 1/13/2017. Appendix A includes a list of documents reviewed for this FYR. Appendix B includes a site chronology.

Site Background

The Gould Superfund Site was added to the Superfund program's National Priorities List (NPL) in September 1983. The 10-acre Site is located in an industrial part of northwest Portland, Oregon, known as the Doane Lake area (Figure 1). The current Site consists of property owned by Gould, Inc. (Gould) (Figure 1). NL Industries and later Gould operated a secondary lead smelter and lead oxide production facility at the Site from 1949 until 1981. During facility operations, discarded battery casing materials and other lead smelter wastes were used as fill on the Gould property and the former Rhone-Poulenc property (consisting of several parcels currently owned by Starlink Industries) located west and southwest of the Gould property (Figure 1). An estimated 6 million gallons of acid were discharged to a lake remnant – the East Doane Lake Remnant (EDLR) – that spanned the Gould property and the adjacent property to the east, owned by Schnitzer Investment Corporation (Schnitzer) (Figure 1). These activities contaminated soil, lake sediment and surface water with hazardous chemicals.

The Gould property consists of a containment area and a low field area that is seasonally ponded. The property is currently vacant as are the portions of the adjacent Rhone-Poulenc and Schnitzer properties addressed under the remedy. In September 2002, following completion of the remedial action, the Site was removed from the NPL. Both adjacent properties, as well as others near the Site, are impacted from contamination unrelated to the Gould property. Oregon DEQ is managing remedial activities at these properties under the Oregon DEQ State Environmental Cleanup Program Authority.

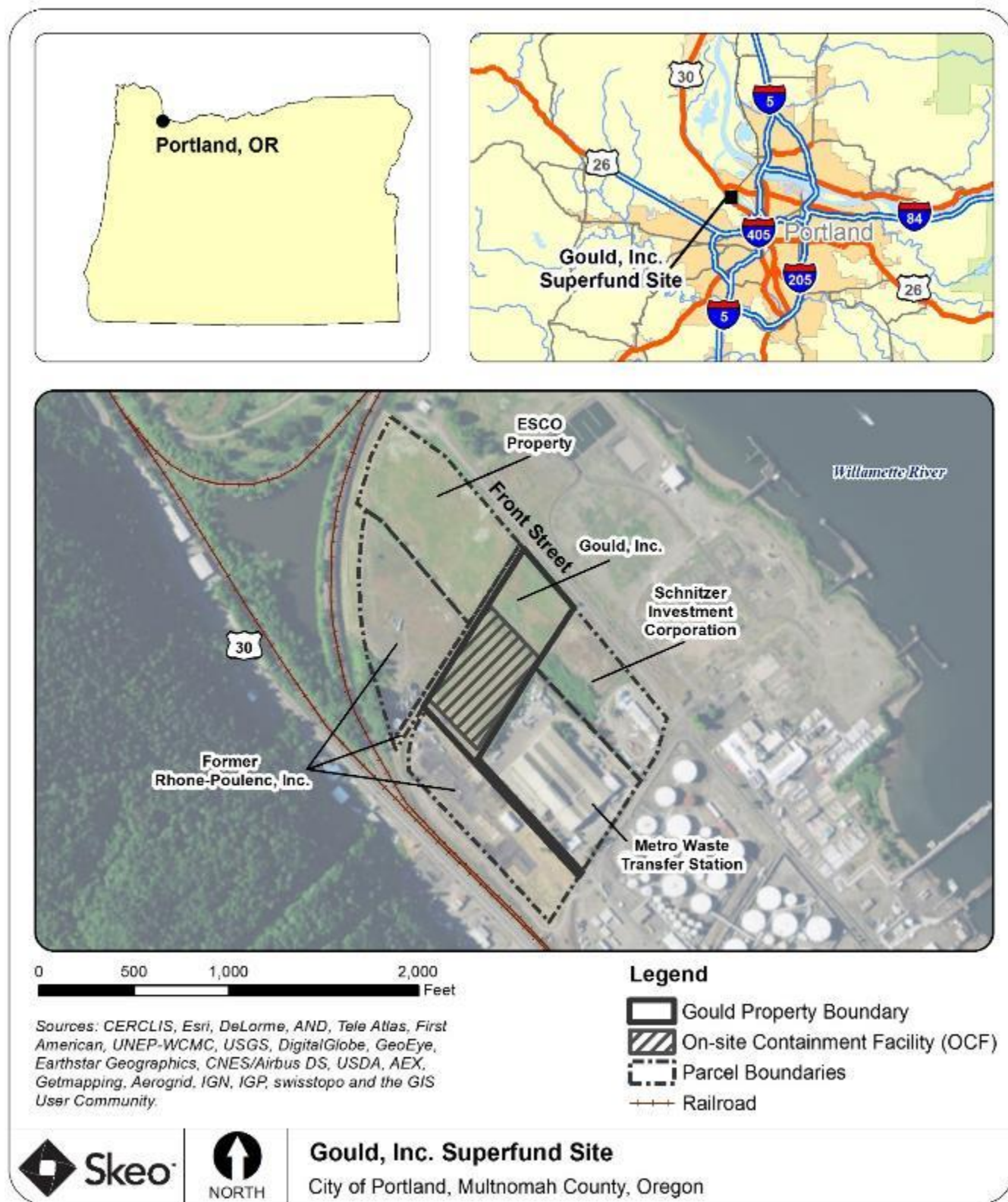
The current and anticipated future land use for the Site is industrial use. Surrounding land uses are a mix of commercial and industrial uses. With the exception of the Metro Waste Transfer Station located east of the Site (Figure 1), properties immediately adjacent to the Site are not currently in use. The Willamette River, located about 1,000 feet northeast of the Site, supports a variety of uses, including boating and fishing, with a park and boat launch located about 1 mile from the Site, across the river. The groundwater aquifer underlying the Site is currently not used as a drinking water source. Groundwater flows to the north, toward the Willamette River.

The Gould Site is approximately 1,000 feet southwest of the Willamette River. The Lower Willamette River, known as the Portland Harbor area, was added to the National Priorities List because of sediment contamination in December, 2000. A ROD for the Portland Harbor site was signed on January 3, 2017. The Gould Site is also adjacent to several contaminated properties, including the former Rhone Poulenc and Arkema facilities that are being evaluated under State Environmental Cleanup Program authority.

FIVE-YEAR REVIEW SUMMARY FORM

SITE IDENTIFICATION		
Site Name: Gould, Inc.		
EPA ID: ORD095003687		
Region: 10	State: Oregon	City/County: Portland/Multnomah
SITE STATUS		
NPL Status: Final		
Multiple OUs? Yes	Has the site achieved construction completion? Yes	
REVIEW STATUS		
Lead agency: EPA		
Author name: Jeremy Jennings and Deborah Robinson, with additional support provided by Skeo		
Author affiliation: EPA Region 10		
Review period: 1/13/2017 – 9/17/2017		
Date of site inspection: 3/20/2017		
Type of review: Statutory		
Review number: 5		
Triggering action date: 9/17/2012		
Due date (five years after triggering action date): 9/17/2017		

Figure 1: Site Vicinity Map



Disclaimer: This map and any boundary lines within the map are approximate and subject to change. The map is not a survey. The map is for informational purposes only regarding EPA's response actions at the Site.

II. RESPONSE ACTION SUMMARY

Basis for Taking Action

In 1981 and 1982, EPA and Oregon DEQ conducted a joint investigation of contamination at the Site. During this investigation, EPA documented lead contamination. EPA listed the Site on the NPL in 1983. NL Industries and Gould signed an Order on Consent with EPA in 1985 and completed a remedial investigation and feasibility study (RI/FS) in February 1988. The results showed high levels of lead contamination in soil, waste, debris and East Doane Lake sediments at the Site. Exposures to lead-contaminated waste, soils and sediments were associated with significant human health risks. The only contaminant of concern (COC) at the Site is lead.

Response Actions

OU1 Soils

EPA selected an interim remedy for OU1 in the Site's 1988 Record of Decision (ROD). Remedial action objectives (RAOs) were not defined in the ROD but the interim remedy was designed to:

- Remove lead from battery casings through recycling.
- Reduce the mobility of lead in the contaminated soil, sediment and matte (smelter waste) at the Site through fixation.
- Continue the monitoring of surface water and groundwater at the Site while additional study of contamination in these areas is done.
- Monitor ambient air around the Site to ensure that remedial actions are carried out in a manner that is protective of public health.

In 1997, EPA issued a ROD Amendment for OU1 that allowed treated and untreated contaminated material to be consolidated and contained in an on-site containment facility (OCF). The major components of the final OU1 remedy (which are applicable to the Gould, Rhone-Poulenc and Schnitzer properties) consisted of:

- Excavation and dewatering of EDLR contaminated sediments.
- Excavation of battery casings on Gould property.
- Treatment (stabilization or fixation) of lead wastes.
- Construction of a lined and capped OCF, with leachate collection and treatment.
- Consolidation of contaminated material, including sediments, treated and untreated stockpiled materials, casings, soil and debris in the OCF.
- Filling EDLR and the open excavation in the Lake Area of the Rhone-Poulenc property.
- Institutional controls such as deed restrictions or environmental protection easements that (1) provide EPA access to evaluating the remedial action and (2) limit future use of properties within the Site to industrial operations or other uses compatible with the remedy and that do not damage the OCF cap and liner.
- Groundwater monitoring to ensure the effectiveness of the cleanup and that contaminants were not mobilized during its implementation.
- Long-term operation and maintenance (O&M) activities.
- Off-site mitigation/restoration as compensation for the loss of 3.1 acres of EDLR open water habitat.

The surface soil cleanup level for lead was selected in the 1988 ROD and retained in the 1997 ROD Amendment. The cleanup goal, 1,000 milligrams per kilogram (mg/kg), was based on current and future industrial land uses and deemed sufficiently protective for on-site workers. The subsurface cleanup levels for lead were the Resource Conservation and Recovery Act (RCRA) characteristic waste extraction procedure toxicity criteria in the 1988

ROD. The 1997 ROD Amendment replaced them with toxicity characteristic leaching procedure (TCLP) criteria (5.0 milligrams per liter (mg/L)) and limited excavation to soils above the water table. Groundwater monitoring was required to ensure that matte and debris left below the water table would not adversely impact groundwater quality.

OU2 Groundwater

EPA issued the ROD for site groundwater in September 2000. EPA determined that no remedial action was necessary because groundwater lead concentrations were below the Safe Drinking Water Act lead action level of 15 micrograms per liter (µg/l).

Status of Implementation

Excavation and treatment of contaminated surface and subsurface soils, battery casings and other debris began in 1993. The treatment and recycling process was suspended in 1994 due to operational problems, inconsistent results and significantly increased costs. EPA determined the remedy was no longer appropriate and issued the ROD Amendment in 1997.

In 1998, nine PRPs signed a Consent Decree with EPA to complete the remedial action. Early remedial action activities took place from July 1998 to November 1998 to facilitate the construction of the OCF. During these activities, the PRPs excavated, dewatered and stockpiled about 8,700 cubic yards of contaminated sediments from the EDLR on the Gould property and the adjacent Schnitzer property (Appendix C, Figure C-1). Sediments were removed until the TCLP standard of 5.0 mg/L was obtained or until EPA and Oregon DEQ approved the removal area for backfill. The PRP conducted air, groundwater and surface water monitoring during the early remedial action. The PRPs also removed about 3,590 cubic yards of battery casings and waste material from the south shoreline of the EDLR. Following excavation, the portion of the EDLR on the Gould property was backfilled with clean material. The excavation area on the Schnitzer property was not backfilled to provide for winter stormwater management in accordance with contract design documents. A 3-foot-high rock berm was installed at the Gould/Schnitzer property line.

Remedial action activities took place in 1999 and 2000 following the completion of the early remedial action activities. These activities included excavation of surface soils exceeding the 1,000 mg/kg cleanup level, waste and battery casing material; construction of the OCF; soil stabilization for materials exceeding 40,000 mg/kg total lead; completion of EDLR backfilling; construction of stormwater management system and final site closure.

All surface soil samples had less than 1,000 mg/kg total lead with the exception of four final surface samples, which were approved to remain in place by EPA. Three of these samples were at 6 to 12 inches in depth and one was at 0 to 6 inches in depth. All were located on the Rhone-Poulenc property and values ranged from 1,050 to 1,750 mg/kg.

The PRPs completed the construction of the 4.5-acre OCF in 1999. The ROD intended the OCF to extend onto the backfilled EDLR, covering about 8.5 acres of the 10-acre Gould property; however, this was adjusted during the design phase to only cover the southern portion of the Gould property. The OCF includes a double bottom liner, leachate collection and treatment, and a multi-media cap. About 77,700 cubic yards of contaminated material was placed in the OCF. About 7,850 cubic yards of stockpiled material, including lead fines, were treated by stabilization to meet RCRA characteristic waste levels prior to disposal in the OCF. Material shipped off site included recycled lead and plastic, contaminated debris from the original treatment process and compressed gas cylinders. The final topsoil cover and seeding finished in August 2000.

Other cleanup activities performed as part of the remedial action included demolition of on-site structures, asbestos abatement and light ballast removal, and disposal and excavation of surface soils contaminated above the cleanup level. The off-site mitigation and restoration as compensation for the loss of 3.1 acres of EDLR open water has not yet been completed.

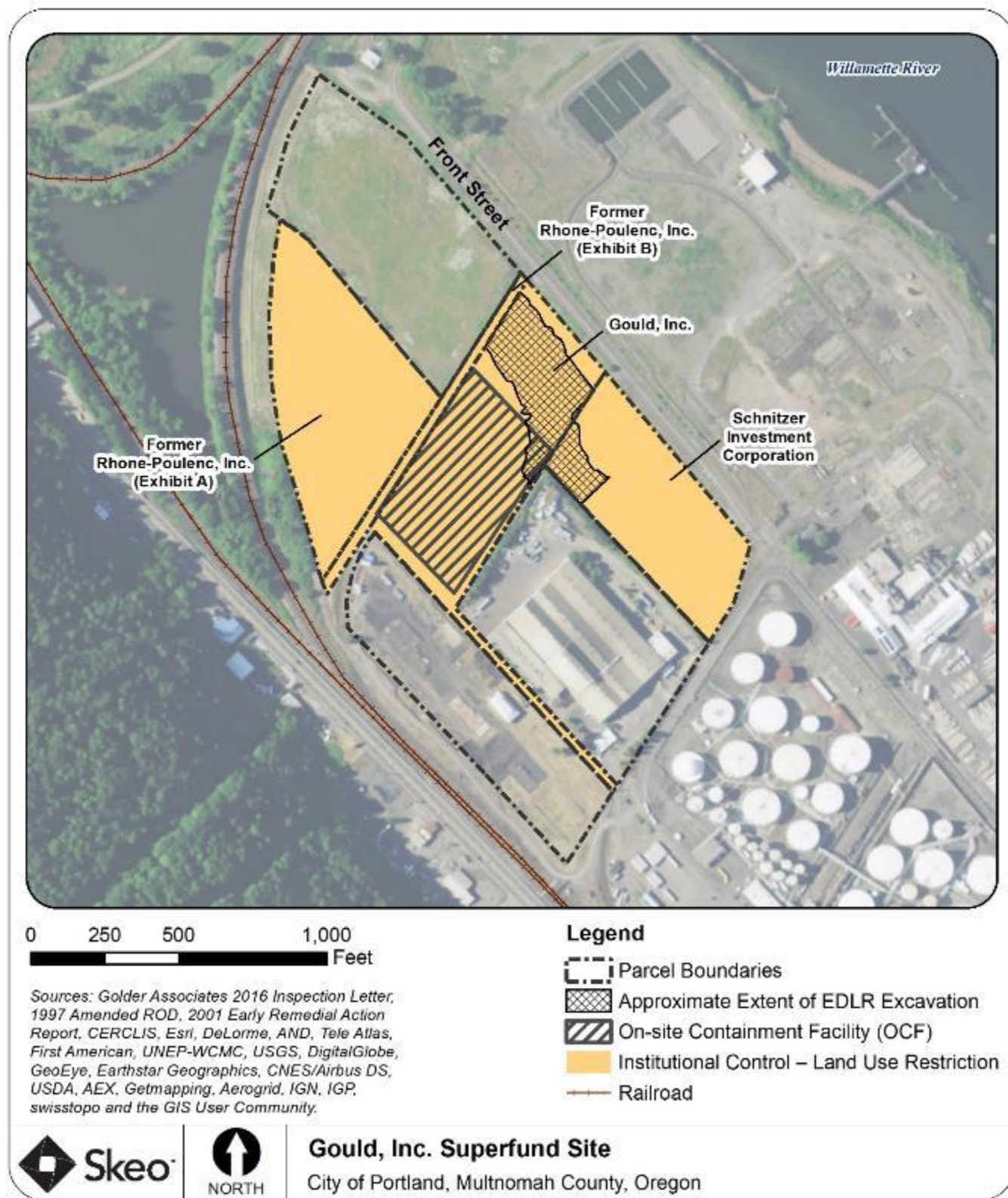
The remedy was designed to be protective of commercial and industrial use but not residential and agricultural uses. Environmental Protection Restrictive Covenant and Easements signed in 1998 and 2001 limit future use at the three properties addressed by the remedial action (Gould, Rhone-Poulenc and Schnitzer (Table 1 and Figure 2)). These institutional controls are in place and recorded with the county, however the most recent deeds for Gould (2003) and Rhone-Poulenc (2009) did not contain a reference or attachment indicating the restrictions are in place (see Site Inspection section for additional details). A copy of the restrictive covenants is provided in Appendix J.

A Preliminary Close-Out Report documenting completion of construction activities for OU1 was signed on September 28, 2000. A Final Close-Out Report documenting that all response actions were complete was signed on August 6, 2002. A Notice of Intent to Delete the Site from the NPL was published in the Federal Register on August 23, 2002. A Notice of Deletion was posted in the Federal Register on September 30, 2002. A Sitewide Ready for Anticipated Use determination was made on September 23, 2008.

Table 1: Summary of Implemented Institutional Controls (ICs) for Soil

Media, engineered controls, and areas that do not support UU/UE based on current conditions	ICs Needed	ICs Called for in the Decision Documents	Impacted Parcel(s)	IC Objective	Title of IC Instrument Implemented and Date
Soil	Yes	Yes	Gould Property	Restrict use as follows: properties shall not be used for residential or agricultural use; no actions may be undertaken that may disturb or damage the structural integrity of the OCF, the cap, the liner and leachate collection system, and detection monitoring system; granted right of access to EPA and the State to conduct monitoring and investigations.	Environmental Protection Restrictive Covenant and Easements (2001)
			Former Rhone-Poulenc Property (Exhibit A and B)		
			Schnitzer Property		Environmental Protection Restrictive Covenant and Easements (1998)

Figure 2: Institutional Control Map



Disclaimer: This map and any boundary lines within the map are approximate and subject to change. The map is not a survey. The map is for informational purposes only regarding EPA's response actions at the Site.

Systems Operations/Operation & Maintenance (O&M)

The PRPs are conducting long-term monitoring and maintenance activities in accordance with the Site's 2011 Revised Operation and Maintenance Plan. Primary O&M activities include:

- Inspection of site security, including fences, gates and signage.
- Visual inspection of the cap and side slopes and maintenance of the vegetative cover.
- Inspection of the stormwater drainage system.
- Inspection of the leachate collection system and leachate pre-treatment system.
- Groundwater monitoring.

Inspections are conducted quarterly and groundwater monitoring is conducted annually. Maintenance activities maintain the vegetative cover and include semi-annual ground squirrel trapping to reduce burrowing activity on the OCF cap. Mowing is conducted annually. Additional planned O&M activities include ground squirrel baiting and tunnel grouting in the summer of 2017.

A grass fire occurred at the Site in July 2015. As a result of damage from the fire, the PRPs replaced the perforated cap drains and piping on the east side of the OCF in March 2016.

The PRP contractor documents O&M activities in quarterly reports. These reports contain only information required by the Revised O&M Plan, and do not provide any interpretations or long-term observations on site conditions. Additional information, including photographs and observations on the seasonal ponding in the low area of the Site and the water in the leak detection sump (LDS) and leachate collection system manholes, would allow for more effective O&M and evaluation of remedy performance.

III. PROGRESS SINCE THE LAST REVIEW

This section includes the protectiveness determinations and statements from the last FYR as well as the recommendations from the last FYR and the status of those recommendations.

Table 2: Protectiveness Determinations/Statements from the 2012 FYR

OU #	Protectiveness Determination	Protectiveness Statement
Sitewide	Protective	Because the remedial actions at the site are protective, the remedy is protective of human health and the environment. Exposure pathways that could result in unacceptable risks have been controlled. All threats at the Site have been addressed through stabilization, consolidation and placement of contaminated waste, soil and debris in the on-site containment facility, the installation of fencing and warning signs, and the implementation of institutional controls. No issues that affect or may affect protectiveness were identified in the Review. Long-term protectiveness of the remedial action will continue to be verified by on-site inspections, operation and maintenance of the containment facility, and groundwater monitoring.

There were no issues and recommendations identified in the 2012 FYR.

IV. FIVE-YEAR REVIEW PROCESS

Community Notification, Involvement & Site Interviews

A public notice was made available by email notifications using the Portland Harbor listserv as well as mailing notices to companies and individuals associated with the Gould site on 3/2/2017. It stated that the FYR was underway and invited the public to submit any comments to EPA (Appendix E). The results of the review and the report will be made available at the Site's information repository, Multnomah County Library, located at 801 SW 10th Avenue in Portland. Three people contacted EPA because of the notice. One individual provided details on nearby construction work along the railroad southwest of the Site. A second person inquired about the status of wetland mitigation. The third individual requested to be kept informed of the progress of the FYR.

During the FYR process, interviews were conducted to document any perceived problems or successes with the remedy that has been implemented to date. The results of these interviews are summarized below and included in Appendix I.

David Lacey from Oregon DEQ indicated an overall positive impression of the Site and observed that current monitoring appears to show conditions are stable at the Site. Mr. Lacey is concerned about the seasonal ponding on the Site, which he believes is due to rising groundwater levels as a result of the recent lining of the city's stormwater system. The ponding has resulted in the apparent development of a new wetland at the Site that may be an attractive nuisance.

The PRP representative and O&M contractor indicated an overall positive impression of the remedy. The PRP representative suggested reducing the frequency of inspections to semi-annual inspections due to the stability of the remedy and the general lack of maintenance issues.

Data Review

Groundwater monitoring is conducted annually in June. Four monitoring wells – ASW-06, W-03-S, W-04-S and W-12-S – are sampled and analyzed for total and dissolved lead (Figure 3). During this FYR period, groundwater samples were collected from 2012 through 2016. Results are summarized in Table 3. Concentrations of total and dissolved lead remain below the action level of 15 µg/L at all locations. Concentrations are generally unchanged with minor fluctuations year to year. Dissolved lead has been below the laboratory detection limit at all monitored wells except for W-12S, which had two detections in 2013 and 2014 that were well below the action level.

Table 3: Lead Concentrations in Groundwater (2012-2016)

Well	Sample Date	Total Lead (µg/L)	Dissolved Lead (µg/L)
SDWA Action Level		15	15
ASW-06	2012	7.82	<0.500
	2013	<0.500	<0.500
	2014	<0.500	<0.500
	2015	<0.500	<0.500
	2016	0.222	<0.500
W-03-S	2012	0.744	<0.500
	2013	1.14	<0.500
	2014	1.66	<0.500
	2015	1.08	<0.500
	2016	<0.500	<0.500
W-04-S	2012	0.633	<0.500
	2013	<0.500	<0.500
	2014	<0.500	<0.500
	2015	<0.500	<0.500
	2016	<0.500	<0.500
W-12S	2012	1.61	<0.500
	2013	<0.500	<0.500
	2014	0.322	0.200
	2015	0.444	0.233
	2016	1.71	<0.500
<i>Notes:</i> < = not detected above listed detection limit			

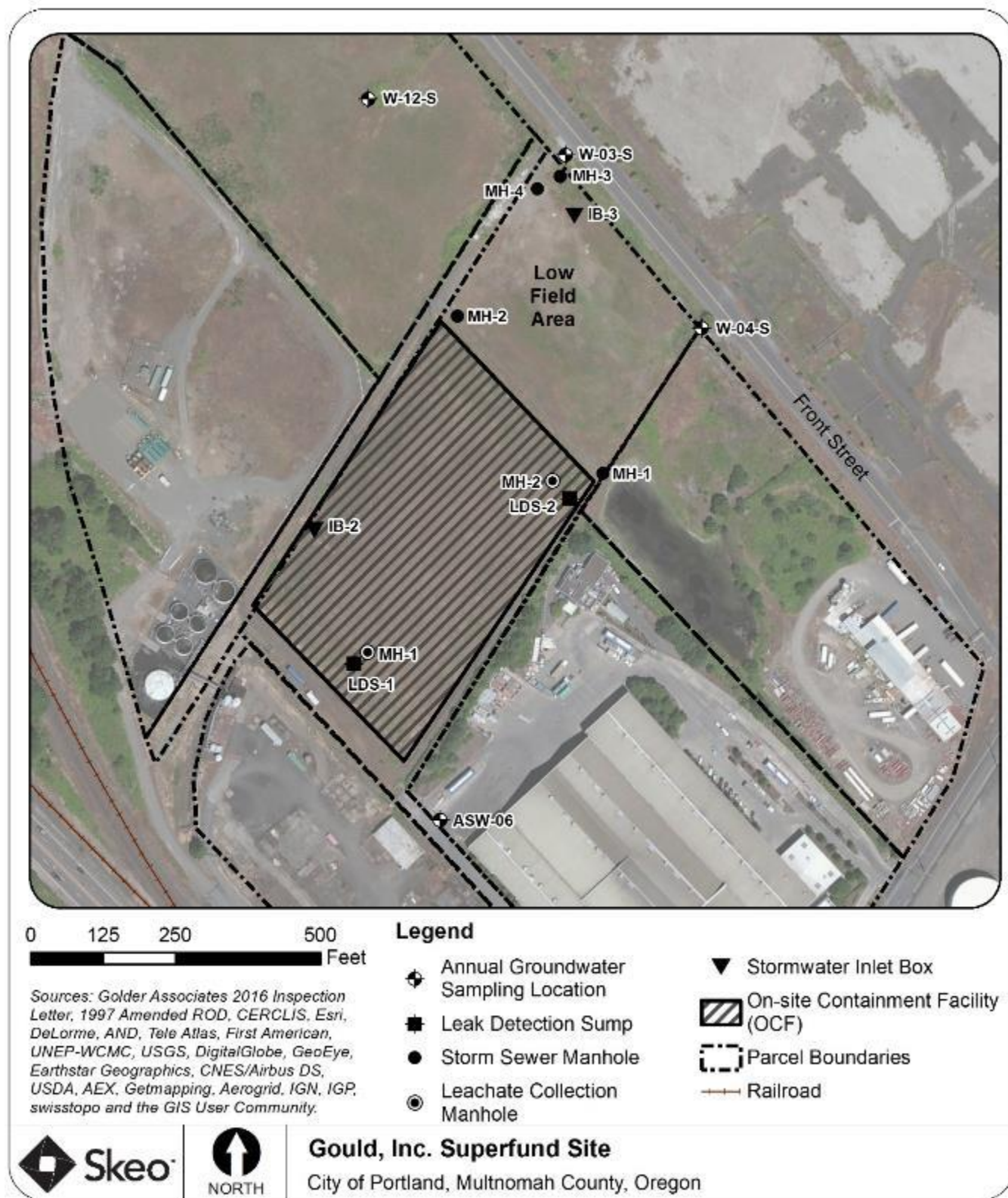
Water levels in the leachate collection system manholes and LDSs are measured quarterly. Water levels in the leachate collection system manholes were consistent with historical levels during this FYR period. Water was present in the LDS three times during this FYR period (Table 4). Samples were collected and analyzed for total and dissolved lead. All samples indicated lead levels below 1.0 µg/L, thus suggesting groundwater as the likely source. The water was then purged and transferred to the on-site storage tank. Water purged from LDS-1 may be due to precipitation. However, the exact origin is unknown. Per the inspection reports, the landfill has not generated water in the leachate collection system since prior to 2002.

Table 4: Lead Concentrations in the LDS (2012-2016)

Date	Measured Depth of Water in Sump (feet)	Volume of Water Transferred to On-Site Tank (gallons)	Total Lead	Dissolved Lead
			µg/L	
LDS-1				
First Quarter 2012	1.5	40	0.667 J	< 0.500
First Quarter 2016	2.2	50	0.300	< 0.200
Fourth Quarter 2016	1.4	21	0.266	< 0.200
LDS-2				
Dry all quarters, 2012 to 2016				
Notes: J = estimated concentration < = not detected above listed detection limit				

A review of institutional controls was conducted at the time of the site inspection. The deeds for the Site and adjacent properties were located at the Multnomah County Public Records Office. Institutional controls are in place on the Gould property as well as the Schnitzer and former Rhone-Poulenc property (two parcels); however, they are not included or referenced in the deeds for the Gould and former Rhone-Poulenc properties.

Figure 3: Detailed Site Map



Disclaimer: This map and any boundary lines within the map are approximate and subject to change. The map is not a survey. The map is for informational purposes only regarding EPA's response actions at the Site.

Site Inspection

The site inspection took place on 3/20/2017. In attendance were EPA RPM Deborah Robinson, David Lacey from Oregon DEQ, Ryan Stringfellow from PRP contractor Golder Associates, and Treat Suomi and Alison Cattani from EPA support contractor Skeo. The purpose of the inspection was to assess the protectiveness of the remedy. The inspection checklist and photographs are included in Appendix D and F, respectively.

Site inspection participants met inside the front gate, along Front Avenue. Two “no trespassing” signs were present along the Front Avenue fence. Mr. Stringfellow provided a health and safety briefing. Participants observed the current condition of the low field area north of the OCF, which contained about 6 to 12 inches of standing water that was observed flowing into the storm sewer grate and through manholes MH-3 and MH-4 to the concrete sewer pipe that runs along Front Avenue (see photographs in Appendix F). Mr. Lacey indicated that the ponded water on the low field area occurs during the wet months (December through May) and has been occurring since about 2010. Mr. Lacey also reported that Oregon DEQ and Rhone-Poulenc plan on sampling the ponded water during an upcoming investigation. Site inspection participants observed the storm sewer manholes and monitoring wells; they were locked and in good condition. Participants walked the perimeter of the OCF and observed the cap drains, which were actively draining water from the top layer of the cap. Site inspection participants walked along the top of the cap and observed several small animal burrows. Mr. Stringfellow accessed and measured the depth to water and depth to bottom in the leachate collection manholes and the LDSs. Water was present in both leachate collection system manholes as well as LDS-1. Site inspection participants observed Mr. Stringfellow collect groundwater samples from LDS-1.

After the conclusion of the site inspection, EPA support contractor representatives visited Multnomah County Library, the site repository. A library staff member located two site documents, the 1993 ROD and the 1988 Feasibility Study Report.

V. TECHNICAL ASSESSMENT

QUESTION A: Is the remedy functioning as intended by the decision documents?

Question A Summary:

Yes, the remedy is functioning as intended by the decision documents. The waste, soils, debris and sediments were excavated, stabilized and consolidated into the OCF. The OCF cover is well vegetated and maintained. The stormwater and cap drains are functioning as intended to move water off and away from the OCF. Groundwater is monitored annually to ensure contamination is not migrating from the OCF to groundwater. There have been no exceedances of the 15 µg/L action level during this FYR period. O&M activities are conducted quarterly. Animal burrowing continues to be an issue on and near the OCF; mitigation (baiting and grouting) is planned to address the activity as well as the burrows. Institutional controls are in place on the Gould property as well as the Schnitzer and former Rhone-Poulenc property (two parcels); however, they are not included or referenced in the deeds for the Gould and former Rhone-Poulenc properties.

The leachate collection system has not collected leachate in over 10 years. However, the system’s manholes contain some water. The level is measured during the quarterly inspection and remains consistent. A possible source of this water is precipitation since the manhole cover is perforated. Additionally, LDS-1 produced water during this FYR period during the first quarter of 2012 and the first and fourth quarters of 2016. The LDSs are located between the two bottom liners. Water present in the LDSs can be attributed to either leachate (indicating the inner liner is leaking) or groundwater (indicating the outer liner is leaking). The PRP pumps the water out when water is present and samples for total and dissolved lead. The sump water concentrations are comparable to those observed in groundwater, indicating this is the most likely source. The presence of groundwater in the LDSs may be indicative that the bottom liner may not be fully functional when in contact with groundwater (which may occur during the seasonally wet months during years with high precipitation). Based on the lead concentrations in the water from LDS-1 and the concentrations in groundwater at the Site, the inner bottom liner appears to be functioning and the containment continues to be effective. It is recommended that the PRP continue to monitor

water levels in the leachate collection system and LDSs and evaluate whether additional action is needed to ensure the remedy remains protective.

The low field area in the northern portion of the site property contained ponded water during the site inspection. Since about 2010, ponded water has been located in this area during wet months (December to May), thus creating the potential for a surface water exposure pathway. Sampling conducted since the completion of the soils remedy has not suggested lead levels to be at levels of concern. Oregon DEQ and Rhone-Poulenc intend to sample the ponded water as part of their upcoming sampling events. EPA will review the results of this investigation and take appropriate actions if necessary.

An off-site wetland mitigation was required as part of the remedy and has not been completed.

QUESTION B: Are the exposure assumptions, toxicity data, cleanup levels and RAOs used at the time of the remedy selection still valid?

Question B Summary:

Yes, the RAOs and the applicable or relevant and appropriate requirement (ARAR) remain valid. The groundwater ARAR for lead was based on the SDWA action level and remains unchanged at 15 µg/L (Appendix G, Table G-1). The lead cleanup goal of 1,000 mg/kg is based on outdated guidance. EPA OLEM Directive 9285.6-56 (May 17, 2017) recommends using the Adult Lead Methodology to assess lead risks from soil for the non-residential Superfund site scenarios. The recommended soil Preliminary Remediation Goal is 1,050 mg/kg which corresponds to a baseline blood lead concentration of 5 µg/deciliter. This updated goal is less stringent than the original cleanup goal, therefore the soil cleanup goal is still protective (Appendix H, Table H-1). The subsurface soil and sediment cleanup goal was 0.5 mg/L based on TCLP. The TCLP for lead has not changed since the cleanup goal was established, and therefore remains protective.

Since about 2010, a surface water exposure pathway has been present on site for six months of the year (December through May) (see discussion in Question A). Oregon DEQ and Rhone-Poulenc intend to sample the ponded water as part of their upcoming sampling events. EPA will review the results and evaluate whether further actions are necessary.

QUESTION C: Has any other information come to light that could call into question the protectiveness of the remedy?

Question C Summary:

No other information has come to light that could call into question the protectiveness of the remedy.

VI. ISSUES/RECOMMENDATIONS

There were no issues and recommendations identified in this FYR.

OTHER FINDINGS

Several recommendations were identified during the FYR. These recommendations do not affect current and/or future protectiveness.

- Oregon DEQ and Rhone-Poulenc will sample the ponded water in the low field area as part of their upcoming sampling events. If elevated lead levels are found, EPA will evaluate whether further actions are necessary.
- LDS-1 occasionally produced water during this FYR period. The PRP should continue to monitor water levels in the LDSs and analyze the quality of the water to identify the probable source of the water. If the results suggest a potential leak in the inner containment system, EPA should be notified.
- Institutional controls are in place on the Gould property as well as the Schnitzer and former Rhone-Poulenc property (two parcels); however, they are not included or cited in the deeds for the Gould and former Rhone-Poulenc properties. EPA will request the PRP update deeds to include restrictive covenants.
- The off-site wetland mitigation required as part of the remedy should be completed.
- Consider including additional information in the O&M reports, including observations on ponding and water levels in the leachate collection system and LDSs.
- Update the information repository as needed.

VII. PROTECTIVENESS STATEMENT

Protectiveness Statement(s)	
<i>Operable Unit:</i> 1	<i>Protectiveness Determination:</i> Protective
<i>Protectiveness Statement:</i> The remedy at OU1 protects human health and the environment because exposure pathways that could result in unacceptable risks have been controlled. All threats at the Site have been addressed through stabilization, consolidation and placement of contaminated waste, soil and debris in the containment facility, the installation of fencing and the implementation of institutional controls.	

Sitewide Protectiveness Statement
<i>Protectiveness Determination:</i> Protective
<i>Protectiveness Statement:</i> The remedy at OU1 protects human health and the environment because exposure pathways that could result in unacceptable risks have been controlled. All threats at the Site have been addressed through stabilization, consolidation and placement of contaminated waste, soil and debris in the containment facility, the installation of fencing and the implementation of institutional controls.

VIII. NEXT REVIEW

The next FYR Report for the Gould, Inc. Superfund site is required five years from the completion date of this review.

APPENDIX A – REFERENCE LIST

Record of Decision, Gould Site Soils Operable Unit, EPA, March 1988.

Amended Record of Decision, Gould Site Soils Operable Unit, EPA, June 1997.

Record of Decision, Gould Site Groundwater Operable Unit, EPA, September 2000.

Final Report for Early Remedial Action and Remedial Action, Gould Superfund Site, Portland Oregon, Prepared by Advanced Geoservices Corp, March 2001.

Second Five-Year Review Report for Gould Superfund Site, City of Portland, Multnomah County, Oregon, EPA, September 2002.

Third Five-Year Review Report for Gould Superfund Site, City of Portland, Multnomah County, Oregon, EPA, September 2007.

Revised Operation and Maintenance Plan, Gould Superfund Site, EPA, January 2011.

Fourth Five-Year Review Report for Gould Superfund Site, City of Portland, Multnomah County, Oregon, EPA, September 2012.

June 2012 Post-Closure Inspection Report, Gould Superfund Site, Portland Oregon, Prepared by AMEC, August 2012.

Gould Superfund Site, Second Quarter 2013 Post-Closure Inspection Report, Prepared by Golder Associates, August 2013.

Gould Superfund Site, Second Quarter 2014 Post-Closure Inspection Report, Prepared by Golder Associates, August 2014.

Gould Superfund Site, Second Quarter 2015 Post-Closure Inspection Report, Prepared by Golder Associates, July 2015.

Gould Superfund Site, First Quarter 2016 Post-Closure Inspection Report, Prepared by Golder Associates, June 2016.

Gould Superfund Site, Second Quarter 2016 Post-Closure Inspection Report, Prepared by Golder Associates, August 2016.

Gould Superfund Site, Third Quarter 2016 Post-Closure Inspection Report, Prepared by Golder Associates, November 2016.

Gould Superfund Site, Fourth Quarter 2016 Post-Closure Inspection Report, Prepared by Golder Associates, February 2017.

Update to the Adult Lead Methodology's Default Baseline Blood Lead Concentration and Geometric Standard Deviation Parameters, EPA OLEM Directive 9285.6-56. May 17, 2017.

APPENDIX B – SITE CHRONOLOGY

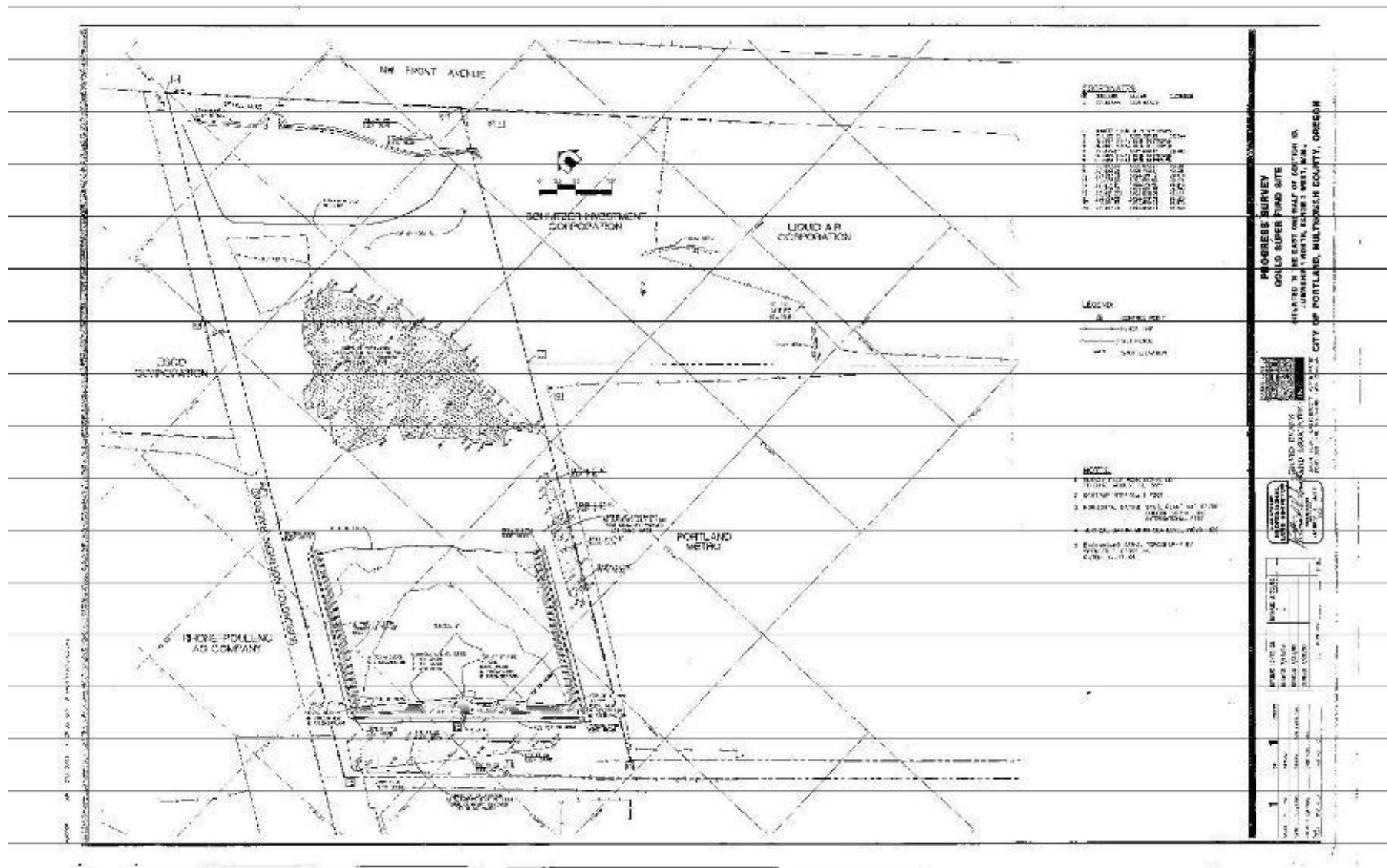
Table B-1: Site Chronology

Event	Date
Initial discovery of site contamination	1982
EPA lists Site on NPL	September 1983
EPA completed RI/FS	March 1988
EPA issued ROD for OU1	March 1988
EPA completed Site's remedial design	September 1991
Unilateral Order issued for remedial action at OU1	January 1992
EPA mobilized contractor to start remedial action	July 1992
EPA suspended remedial action activities	May 1994
EPA signed ROD Amendment for OU1	July 1997
Unilateral Order issued for remedial design and early remedial action	July 1997
EPA completed Site's first FYR	September 1997
Consent Decree issued for remedial action	February 1998
Remedial action construction, excavation and stockpiling of EDLR sediments	June – October 1998
OCF construction began	May 1999
EPA completed Preliminary Close-Out Report for Soils OU	September 28, 2000
EPA issued ROD for OU2	September 28, 2000
EPA completed Site's Final Close-Out Report	August 6, 2002
Notice of Intent to delete Site from NPL published	August 23, 2002
Notice of deletion of Site from NPL	September 30, 2002
EPA completed Site's second FYR	September 2002
EPA completed Site's third FYR	September 2007
EPA completed Sitewide Ready for Anticipated Use Determination	September 23, 2008
EPA completed Site's fourth FYR	September 17, 2012

Figure C-1: EDLR Excavation Extent¹



Figure C-2: Surface Soil Excavation Extent – Gould Property²



² Source: Final Report for Early Remedial Action and Remedial Action, Gould Superfund Site, Portland, Oregon. March 19, 2001.

C-3

APPENDIX D – SITE INSPECTION CHECKLIST

FIVE-YEAR REVIEW SITE INSPECTION CHECKLIST			
I. SITE INFORMATION			
Site Name: <u>Gould, Inc.</u>		Date of Inspection: <u>3/20/2017</u>	
Location and Region: <u>Seattle, WA, OR 10</u>		EPA ID: <u>ORD095003687</u>	
Agency, Office or Company Leading the Five-Year Review: <u>EPA</u>		Weather/Temperature: <u>50s, cloudy</u>	
Remedy Includes: (Check all that apply) <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> Landfill cover/containment <input type="checkbox"/> Access controls <input checked="" type="checkbox"/> Institutional controls <input type="checkbox"/> Groundwater pump and treatment <input type="checkbox"/> Surface water collection and treatment <input checked="" type="checkbox"/> Other: <u>Long-term groundwater monitoring</u> </div> <div style="width: 50%;"> <input type="checkbox"/> Monitored natural attenuation <input type="checkbox"/> Groundwater containment <input type="checkbox"/> Vertical barrier walls </div> </div>			
Attachments: <input type="checkbox"/> Inspection team roster attached <input type="checkbox"/> Site map attached			
II. INTERVIEWS (check all that apply)			
1. O&M Site Manager <u>Ryan Stringfellow</u> <u>Senior Project Geologist</u> <u>3/31/2017</u> <div style="display: flex; justify-content: space-between;"> Name Title Date </div> Interviewed <input type="checkbox"/> at site <input type="checkbox"/> at office <input type="checkbox"/> by phone Phone: _____ Problems, suggestions <input type="checkbox"/> Report attached: _____			
2. O&M Staff _____ _____ _____ <div style="display: flex; justify-content: space-between;"> Name Title Date </div> Interviewed <input type="checkbox"/> at site <input type="checkbox"/> at office <input type="checkbox"/> by phone Phone: _____ Problems/suggestions <input type="checkbox"/> Report attached: _____			
3. Local Regulatory Authorities and Response Agencies (i.e., state and tribal offices, emergency response office, police department, office of public health or environmental health, zoning office, recorder of deeds, or other city and county offices). Fill in all that apply.			
Agency <u>Oregon DEQ</u> Contact <u>David Lacey</u> _____ <u>4/11/2017</u> _____ <div style="display: flex; justify-content: space-between;"> Name Title Date Phone No. </div> Problems/suggestions <input type="checkbox"/> Report attached: _____			
Agency _____ Contact _____ Name _____ _____ _____ _____ <div style="display: flex; justify-content: space-between;"> Name Title Date Phone No. </div> Problems/suggestions <input type="checkbox"/> Report attached: _____			
Agency _____ Contact _____ Name _____ _____ _____ _____ <div style="display: flex; justify-content: space-between;"> Name Title Date Phone No. </div> Problems/suggestions <input type="checkbox"/> Report attached: _____			
Agency _____ Contact _____ Name _____ _____ _____ _____ <div style="display: flex; justify-content: space-between;"> Name Title Date Phone No. </div> Problems/suggestions <input type="checkbox"/> Report attached: _____			
Agency _____ Contact _____ Name _____ _____ _____ _____ <div style="display: flex; justify-content: space-between;"> Name Title Date Phone No. </div> Problems/suggestions <input type="checkbox"/> Report attached: _____			

Contact	_____	_____	_____	_____
Name	_____	Title	_____	Phone No.
Problems/suggestions <input type="checkbox"/> Report attached: _____				
4. Other Interviews (optional) <input type="checkbox"/> Report attached: _____				
Joan Underwood, PRP Representative				
III. ON-SITE DOCUMENTS AND RECORDS VERIFIED (check all that apply)				
1. O&M Documents				
<input checked="" type="checkbox"/> O&M manual	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A	
<input checked="" type="checkbox"/> As-built drawings	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A	
<input checked="" type="checkbox"/> Maintenance logs	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A	
Remarks: _____				
2. Site-Specific Health and Safety Plan				
<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A		
<input type="checkbox"/> Contingency plan/emergency response plan	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A	
Remarks: _____				
3. O&M and OSHA Training Records				
<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A		
Remarks: _____				
4. Permits and Service Agreements				
<input type="checkbox"/> Air discharge permit	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A	
<input type="checkbox"/> Effluent discharge	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A	
<input type="checkbox"/> Waste disposal, POTW	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A	
<input type="checkbox"/> Other permits: _____	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A	
Remarks: _____				
5. Gas Generation Records				
<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A		
Remarks: _____				
6. Settlement Monument Records				
<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A		
Remarks: _____				
7. Groundwater Monitoring Records				
<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	<input type="checkbox"/> N/A		
Remarks: _____				
8. Leachate Extraction Records				
<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A		
Remarks: <u>The containment system did not produce leachate during this FYR.</u>				
9. Discharge Compliance Records				
<input type="checkbox"/> Air	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A	
<input type="checkbox"/> Water (effluent)	<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A	
Remarks: _____				
10. Daily Access/Security Logs				
<input type="checkbox"/> Readily available	<input type="checkbox"/> Up to date	<input checked="" type="checkbox"/> N/A		

Remarks: _____																							
IV. O&M COSTS																							
1.	O&M Organization <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> State in-house <input type="checkbox"/> PRP in-house <input type="checkbox"/> Federal facility in-house <input type="checkbox"/> _____ </div> <div> <input type="checkbox"/> Contractor for state <input checked="" type="checkbox"/> Contractor for PRP <input type="checkbox"/> Contractor for Federal facility </div> </div>																						
2.	O&M Cost Records <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Readily available <input type="checkbox"/> Funding mechanism/agreement in place </div> <div> <input type="checkbox"/> Up to date <input checked="" type="checkbox"/> Unavailable </div> </div> <p>Original O&M cost estimate: _____ <input type="checkbox"/> Breakdown attached</p> <p style="text-align: center;">Total annual cost by year for review period if available</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">From: _____ Date</td> <td style="width: 25%;">To: _____ Date</td> <td style="width: 25%;">_____ Total cost</td> <td style="width: 25%; text-align: right;"><input type="checkbox"/> Breakdown attached</td> </tr> <tr> <td>From: _____ Date</td> <td>To: _____ Date</td> <td>_____ Total cost</td> <td style="text-align: right;"><input type="checkbox"/> Breakdown attached</td> </tr> <tr> <td>From: _____ Date</td> <td>To: _____ Date</td> <td>_____ Total cost</td> <td style="text-align: right;"><input type="checkbox"/> Breakdown attached</td> </tr> <tr> <td>From: _____ Date</td> <td>To: _____ Date</td> <td>_____ Total cost</td> <td style="text-align: right;"><input type="checkbox"/> Breakdown attached</td> </tr> <tr> <td>From: _____ Date</td> <td>To: _____ Date</td> <td>_____ Total cost</td> <td style="text-align: right;"><input type="checkbox"/> Breakdown attached</td> </tr> </table>			From: _____ Date	To: _____ Date	_____ Total cost	<input type="checkbox"/> Breakdown attached	From: _____ Date	To: _____ Date	_____ Total cost	<input type="checkbox"/> Breakdown attached	From: _____ Date	To: _____ Date	_____ Total cost	<input type="checkbox"/> Breakdown attached	From: _____ Date	To: _____ Date	_____ Total cost	<input type="checkbox"/> Breakdown attached	From: _____ Date	To: _____ Date	_____ Total cost	<input type="checkbox"/> Breakdown attached
From: _____ Date	To: _____ Date	_____ Total cost	<input type="checkbox"/> Breakdown attached																				
From: _____ Date	To: _____ Date	_____ Total cost	<input type="checkbox"/> Breakdown attached																				
From: _____ Date	To: _____ Date	_____ Total cost	<input type="checkbox"/> Breakdown attached																				
From: _____ Date	To: _____ Date	_____ Total cost	<input type="checkbox"/> Breakdown attached																				
From: _____ Date	To: _____ Date	_____ Total cost	<input type="checkbox"/> Breakdown attached																				
3.	Unanticipated or Unusually High O&M Costs during Review Period Describe costs and reasons: _____																						
V. ACCESS AND INSTITUTIONAL CONTROLS <input checked="" type="checkbox"/> Applicable <input type="checkbox"/> N/A																							
A. Fencing																							
1.	Fencing Damaged <input type="checkbox"/> Location shown on site map <input checked="" type="checkbox"/> Gates secured <input type="checkbox"/> N/A Remarks: _____																						
B. Other Access Restrictions																							
1.	Signs and Other Security Measures <input type="checkbox"/> Location shown on site map <input type="checkbox"/> N/A Remarks: <u>There are two "no trespassing" signs along the fence on Front Avenue.</u>																						
C. Institutional Controls (ICs)																							

1. Implementation and Enforcement Site conditions imply ICs not properly implemented <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Site conditions imply ICs not being fully enforced <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Type of monitoring (e.g., self-reporting, drive by): <u>Self-reporting</u> Frequency: <u>O&M contractor conducts quarterly site inspections.</u> Responsible party/agency: _____ Contact _____ <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Name Title Date Phone no. </div> Reporting is up to date <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Reports are verified by the lead agency <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specific requirements in deed or decision documents have been met <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Violations have been reported <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Other problems or suggestions: <input type="checkbox"/> Report attached			
2. Adequacy <input checked="" type="checkbox"/> ICs are adequate <input type="checkbox"/> ICs are inadequate <input type="checkbox"/> N/A Remarks: _____			
D. General			
1. Vandalism/Trespassing <input type="checkbox"/> Location shown on site map <input checked="" type="checkbox"/> No vandalism evident Remarks: _____			
2. Land Use Changes On Site <input checked="" type="checkbox"/> N/A Remarks: _____			
3. Land Use Changes Off Site <input checked="" type="checkbox"/> N/A Remarks: _____			
VI. GENERAL SITE CONDITIONS			
A. Roads <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A			
1. Roads Damaged <input type="checkbox"/> Location shown on site map <input type="checkbox"/> Roads adequate <input type="checkbox"/> N/A Remarks: _____			
B. Other Site Conditions			
Remarks: <u>Ponding was observed in the low field area during the inspection.</u>			
VII. LANDFILL COVERS <input checked="" type="checkbox"/> Applicable <input type="checkbox"/> N/A			
A. Landfill Surface			
1. Settlement (low spots) <input type="checkbox"/> Location shown on site map <input checked="" type="checkbox"/> Settlement not evident Area extent: _____ Depth: _____ Remarks: _____			
2. Cracks <input type="checkbox"/> Location shown on site map <input checked="" type="checkbox"/> Cracking not evident Lengths: _____ Widths: _____ Depths: _____ Remarks: _____			

3.	Erosion Area extent: _____ Remarks: _____	<input type="checkbox"/> Location shown on site map <input checked="" type="checkbox"/> Erosion not evident Depth: _____
4.	Holes Area extent: _____ Remarks: <u>Small animal burrows noted sporadically along sides and tops of caps. Holes were filled in in 2012. Filling is planned for the summer of 2017.</u>	<input type="checkbox"/> Location shown on site map <input type="checkbox"/> Holes not evident Depth: _____
5.	Vegetative Cover <input type="checkbox"/> No signs of stress Remarks: _____	<input checked="" type="checkbox"/> Grass <input checked="" type="checkbox"/> Cover properly established <input type="checkbox"/> Trees/shrubs (indicate size and locations on a diagram)
6.	Alternative Cover (e.g., armored rock, concrete) Remarks: _____	<input type="checkbox"/> N/A
7.	Bulges Area extent: _____ Remarks: _____	<input type="checkbox"/> Location shown on site map <input checked="" type="checkbox"/> Bulges not evident Height: _____
8.	Wet Areas/Water Damage <input checked="" type="checkbox"/> Wet areas/water damage not evident <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> Wet areas <input type="checkbox"/> Ponding <input type="checkbox"/> Seeps <input type="checkbox"/> Soft subgrade </div> <div style="width: 30%;"> <input type="checkbox"/> Location shown on site map <input type="checkbox"/> Location shown on site map <input type="checkbox"/> Location shown on site map <input type="checkbox"/> Location shown on site map </div> <div style="width: 30%;"> Area extent: _____ Area extent: _____ Area extent: _____ Area extent: _____ </div> </div> Remarks: _____	
9.	Slope Instability <input type="checkbox"/> Slides <input type="checkbox"/> Location shown on site map <input checked="" type="checkbox"/> No evidence of slope instability Area extent: _____ Remarks: _____	
B. Benches <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A (Horizontally constructed mounds of earth placed across a steep landfill side slope to interrupt the slope in order to slow down the velocity of surface runoff and intercept and convey the runoff to a lined channel.)		
1.	Flows Bypass Bench <input type="checkbox"/> Location shown on site map <input type="checkbox"/> N/A or okay Remarks: _____	
2.	Bench Breached <input type="checkbox"/> Location shown on site map <input type="checkbox"/> N/A or okay Remarks: _____	
3.	Bench Overtopped <input type="checkbox"/> Location shown on site map <input type="checkbox"/> N/A or okay Remarks: _____	
C. Letdown Channels <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A (Channel lined with erosion control mats, riprap, grout bags or gabions that descend down the steep side slope of the cover and will allow the runoff water collected by the benches to move off of the landfill)		

cover without creating erosion gullies.)			
1.	Settlement (Low spots)	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> No evidence of settlement Depth: _____
	Area extent: _____		
	Remarks: _____		
2.	Material Degradation	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> No evidence of degradation Area extent: _____
	Material type: _____		
	Remarks: _____		
3.	Erosion	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> No evidence of erosion Depth: _____
	Area extent: _____		
	Remarks: _____		
4.	Undercutting	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> No evidence of undercutting Depth: _____
	Area extent: _____		
	Remarks: _____		
5.	Obstructions	Type: _____	<input type="checkbox"/> No obstructions
	<input type="checkbox"/> Location shown on site map	Area extent: _____	
	Size: _____		
	Remarks: _____		
6.	Excessive Vegetative Growth	Type: _____	
	<input type="checkbox"/> No evidence of excessive growth		
	<input type="checkbox"/> Vegetation in channels does not obstruct flow		
	<input type="checkbox"/> Location shown on site map	Area extent: _____	
	Remarks: _____		
D. Cover Penetrations <input checked="" type="checkbox"/> Applicable <input type="checkbox"/> N/A			
1.	Gas Vents	<input type="checkbox"/> Active	<input type="checkbox"/> Passive
	<input type="checkbox"/> Properly secured/locked	<input type="checkbox"/> Functioning	<input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition
	<input type="checkbox"/> Evidence of leakage at penetration	<input type="checkbox"/> Needs maintenance	<input checked="" type="checkbox"/> N/A
	Remarks: _____		
2.	Gas Monitoring Probes	<input type="checkbox"/> Active	<input type="checkbox"/> Passive
	<input type="checkbox"/> Properly secured/locked	<input type="checkbox"/> Functioning	<input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition
	<input type="checkbox"/> Evidence of leakage at penetration	<input type="checkbox"/> Needs maintenance	<input checked="" type="checkbox"/> N/A
	Remarks: _____		
3.	Monitoring Wells (within surface area of landfill)		
	<input type="checkbox"/> Properly secured/locked	<input type="checkbox"/> Functioning	<input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition
	<input type="checkbox"/> Evidence of leakage at penetration	<input type="checkbox"/> Needs maintenance	<input checked="" type="checkbox"/> N/A
	Remarks: _____		
4.	Extraction Wells Leachate		
	<input checked="" type="checkbox"/> Properly secured/locked	<input type="checkbox"/> Functioning	<input type="checkbox"/> Routinely sampled <input checked="" type="checkbox"/> Good condition

<input type="checkbox"/> Evidence of leakage at penetration <input type="checkbox"/> Needs maintenance <input type="checkbox"/> N/A Remarks: <u>Leachate collection system is inactive but in good condition.</u>			
5.	Settlement Monuments	<input type="checkbox"/> Located	<input type="checkbox"/> Routinely surveyed <input checked="" type="checkbox"/> N/A
Remarks: _____			
E. Gas Collection and Treatment		<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> N/A
1.	Gas Treatment Facilities <input type="checkbox"/> Flaring <input type="checkbox"/> Thermal destruction <input type="checkbox"/> Collection for reuse <input type="checkbox"/> Good condition <input type="checkbox"/> Needs maintenance Remarks: _____		
2.	Gas Collection Wells, Manifolds and Piping <input type="checkbox"/> Good condition <input type="checkbox"/> Needs maintenance Remarks: _____		
3.	Gas Monitoring Facilities (e.g., gas monitoring of adjacent homes or buildings) <input type="checkbox"/> Good condition <input type="checkbox"/> Needs maintenance <input type="checkbox"/> N/A Remarks: _____		
F. Cover Drainage Layer		<input checked="" type="checkbox"/> Applicable	<input type="checkbox"/> N/A
1.	Outlet Pipes Inspected	<input checked="" type="checkbox"/> Functioning	<input type="checkbox"/> N/A
Remarks: _____			
2.	Outlet Rock Inspected	<input checked="" type="checkbox"/> Functioning	<input type="checkbox"/> N/A
Remarks: _____			
G. Detention/Sedimentation Ponds		<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> N/A
1.	Siltation	Area extent: _____ Depth: _____	<input type="checkbox"/> N/A
<input type="checkbox"/> Siltation not evident Remarks: _____			
2.	Erosion	Area extent: _____ Depth: _____	
<input type="checkbox"/> Erosion not evident Remarks: _____			
3.	Outlet Works	<input type="checkbox"/> Functioning	<input type="checkbox"/> N/A
Remarks: _____			
4.	Dam	<input type="checkbox"/> Functioning	<input type="checkbox"/> N/A
Remarks: _____			
H. Retaining Walls		<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> N/A
1.	Deformations <input type="checkbox"/> Location shown on site map <input type="checkbox"/> Deformation not evident Horizontal displacement: _____ Vertical displacement: _____ Rotational displacement: _____ Remarks: _____		

2. Degradation	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> Degradation not evident
Remarks: _____		
I. Perimeter Ditches/Off-Site Discharge <input checked="" type="checkbox"/> Applicable <input type="checkbox"/> N/A		
1. Siltation	<input type="checkbox"/> Location shown on site map	<input checked="" type="checkbox"/> Siltation not evident
Area extent: _____		Depth: _____
Remarks: _____		
2. Vegetative Growth	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> N/A
<input checked="" type="checkbox"/> Vegetation does not impede flow		
Area extent: _____		Type: _____
Remarks: _____		
3. Erosion	<input type="checkbox"/> Location shown on site map	<input checked="" type="checkbox"/> Erosion not evident
Area extent: _____		Depth: _____
Remarks: _____		
4. Discharge Structure	<input type="checkbox"/> Functioning	<input checked="" type="checkbox"/> N/A
Remarks: _____		
VIII. VERTICAL BARRIER WALLS <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A		
1. Settlement	<input type="checkbox"/> Location shown on site map	<input type="checkbox"/> Settlement not evident
Area extent: _____		Depth: _____
Remarks: _____		
2. Performance Monitoring	Type of monitoring: _____	
<input type="checkbox"/> Performance not monitored		
Frequency: _____	<input type="checkbox"/> Evidence of breaching	
Head differential: _____		
Remarks: _____		
IX. GROUNDWATER/SURFACE WATER REMEDIES <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> N/A		
A. Groundwater Extraction Wells, Pumps and Pipelines <input type="checkbox"/> Applicable <input type="checkbox"/> N/A		
1. Pumps, Wellhead Plumbing and Electrical		
<input type="checkbox"/> Good condition <input type="checkbox"/> All required wells properly operating <input type="checkbox"/> Needs maintenance <input type="checkbox"/> N/A		
Remarks: _____		
2. Extraction System Pipelines, Valves, Valve Boxes and Other Appurtenances		
<input type="checkbox"/> Good condition <input type="checkbox"/> Needs maintenance		
Remarks: _____		
3. Spare Parts and Equipment		
<input type="checkbox"/> Readily available <input type="checkbox"/> Good condition <input type="checkbox"/> Requires upgrade <input type="checkbox"/> Needs to be provided		
Remarks: _____		
B. Surface Water Collection Structures, Pumps and Pipelines <input type="checkbox"/> Applicable <input type="checkbox"/> N/A		

1.	Collection Structures, Pumps and Electrical <input type="checkbox"/> Good condition <input type="checkbox"/> Needs maintenance Remarks: _____
2.	Surface Water Collection System Pipelines, Valves, Valve Boxes and Other Appurtenances <input type="checkbox"/> Good condition <input type="checkbox"/> Needs maintenance Remarks: _____
3.	Spare Parts and Equipment <input type="checkbox"/> Readily available <input type="checkbox"/> Good condition <input type="checkbox"/> Requires upgrade <input type="checkbox"/> Needs to be provided Remarks: _____
C. Treatment System <input type="checkbox"/> Applicable <input type="checkbox"/> N/A	
1.	Treatment Train (check components that apply) <input type="checkbox"/> Metals removal <input type="checkbox"/> Oil/water separation <input type="checkbox"/> Bioremediation <input type="checkbox"/> Air stripping <input type="checkbox"/> Carbon adsorbers <input type="checkbox"/> Filters: _____ <input type="checkbox"/> Additive (e.g., chelation agent, flocculent): _____ <input type="checkbox"/> Others: _____ <input type="checkbox"/> Good condition <input type="checkbox"/> Needs maintenance <input type="checkbox"/> Sampling ports properly marked and functional <input type="checkbox"/> Sampling/maintenance log displayed and up to date <input type="checkbox"/> Equipment properly identified <input type="checkbox"/> Quantity of groundwater treated annually: _____ <input type="checkbox"/> Quantity of surface water treated annually: _____ Remarks: _____
2.	Electrical Enclosures and Panels (properly rated and functional) <input type="checkbox"/> N/A <input type="checkbox"/> Good condition <input type="checkbox"/> Needs maintenance Remarks: _____
3.	Tanks, Vaults, Storage Vessels <input type="checkbox"/> N/A <input type="checkbox"/> Good condition <input type="checkbox"/> Proper secondary containment <input type="checkbox"/> Needs maintenance Remarks: _____
4.	Discharge Structure and Appurtenances <input type="checkbox"/> N/A <input type="checkbox"/> Good condition <input type="checkbox"/> Needs maintenance Remarks: _____
5.	Treatment Building(s) <input type="checkbox"/> N/A <input type="checkbox"/> Good condition (esp. roof and doorways) <input type="checkbox"/> Needs repair <input type="checkbox"/> Chemicals and equipment properly stored Remarks: _____
6.	Monitoring Wells (pump and treatment remedy)

<input type="checkbox"/> Properly secured/locked <input type="checkbox"/> Functioning <input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition <input type="checkbox"/> All required wells located <input type="checkbox"/> Needs maintenance <input type="checkbox"/> N/A Remarks: _____
D. Monitoring Data
1. Monitoring Data <input type="checkbox"/> Is routinely submitted on time <input type="checkbox"/> Is of acceptable quality
2. Monitoring Data Suggests: <input type="checkbox"/> Groundwater plume is effectively contained <input type="checkbox"/> Contaminant concentrations are declining
E. Monitored Natural Attenuation
1. Monitoring Wells (natural attenuation remedy) <input type="checkbox"/> Properly secured/locked <input type="checkbox"/> Functioning <input type="checkbox"/> Routinely sampled <input type="checkbox"/> Good condition <input type="checkbox"/> All required wells located <input type="checkbox"/> Needs maintenance <input type="checkbox"/> N/A Remarks: _____
X. OTHER REMEDIES
If there are remedies applied at the site and not covered above, attach an inspection sheet describing the physical nature and condition of any facility associated with the remedy. An example would be soil vapor extraction.
XI. OVERALL OBSERVATIONS
A. Implementation of the Remedy
Describe issues and observations relating to whether the remedy is effective and functioning as designed. Begin with a brief statement of what the remedy is designed to accomplish (e.g., to contain contaminant plume, minimize infiltration and gas emissions). <u>The remedy consists of a containment system that has a bottom and top liner, an impermeable cap, a leachate collection system, and leak detection sumps. The cover is well vegetated and the stormwater collection system seems to be operating effectively. The leachate collection system has not collected leachate since prior to the 2012 FYR, although a consistent amount of water is present in the sumps. The leak detection sumps also have water, which is collected and sampled if present. The source of this water is unknown, although samples indicate lead concentrations are well below the lead action level. Soil and sediment were excavated from the front part of the Site, which was part of the EDLR. Since about 2010, ponded water has collected in this area during the wet season (December to May). During the dry season, there is no ponded water.</u>
B. Adequacy of O&M
Describe issues and observations related to the implementation and scope of O&M procedures. In particular, discuss their relationship to the current and long-term protectiveness of the remedy. <u>O&M activities are conducted quarterly. Mowing is conducted annually. O&M activities appear to be adequate. Some animal burrows were noticed during the inspection. These holes were filled in 2012 and filling is scheduled for the summer of 2017. Poison bait is also planned for the summer of 2017 to mitigate the current population of ground squirrels.</u>
C. Early Indicators of Potential Remedy Problems
Describe issues and observations such as unexpected changes in the cost or scope of O&M or a high frequency of unscheduled repairs that suggest that the protectiveness of the remedy may be compromised in the future. <u>There are no early indicators of potential remedy problems.</u>
D. Opportunities for Optimization
Describe possible opportunities for optimization in monitoring tasks or the operation of the remedy. <u>No opportunities for optimization are apparent.</u>

APPENDIX E – PRESS NOTICE



Start of 5th Five-Year Review for Gould, Inc. Superfund Site

Gould, Inc. Superfund Site

Portland, Oregon

March 2017

Cleanup to be reviewed

The Environmental Protection Agency is starting the latest review for the Gould, Inc. Superfund Site. The Gould, Inc. cleanup was completed in 2000, and the site was removed from the Superfund National Priorities List in 2002. After cleaning up a Superfund site, EPA assesses the site every five years to make sure the cleanup continues to be protective of human health and the environment.

As part of the Fifth Five-Year Review for Gould, Inc., a site visit is planned for **March 20, 2017**. The review will be completed by September 2017.

Comment and input sought

We want to keep you informed. Also, you may have information helpful to the review team. If you have anything you would like us to consider during our review, if you have questions, or would like to request an interview, contact Deborah Robinson, EPA Project Manager, at **206-553-4961** or robinson.deborah@epa.gov by **April 12, 2017**.

For more information:

On-line at: <https://www.epa.gov/superfund/gould>

TTD/TTY users please call the Federal Relay Service at 1-800-877-8339.
Then give the operator Deborah Robinson's number: 206-553-4961.



Region 10
1200 Sixth Ave, Suite 900 – RAD 202
Seattle, WA 98101

Pre-Sorted Standard
Postage and Fees
Paid
U.S. EPA
Permit No. G-35
Seattle, WA



**Inviting Public Comment
on Gould, Inc. Cleanup**

APPENDIX F – SITE INSPECTION PHOTOS



Ponding in low field area – storm sewer manholes MH-3 and MH-4 in foreground, OCF (right) and Schnitzer property (left) in background.



Boundary between Gould and Schnitzer properties – berm and ponding on Gould property (left) and stormwater basin on Schnitzer property (right).



Cap drain on east side of OCF, replaced in March 2016 after fire.



Trailer tank for LDS water located at the southern property boundary and former Rhone-Poulenc property (far left).



Ponding and Schnitzer property in background, top of OCF with revegetated area from the fire in foreground.



Leachate collection system – MH-1 in foreground and Metro property in background.



LDS-1.



Animal burrows on OCF.

APPENDIX G – DETAILED ARAR REVIEW

Remedial actions for cleanup of hazardous substances must comply with requirements and standards under federal or more stringent state environmental laws and regulations that meet ARARs to the hazardous substances or particular circumstances at a site or obtain a waiver, per Section 121(d) of CERCLA. See also 40 C.F.R. § 300.430(f)(1)(ii)(B). ARARs include only federal and state environmental or facility siting laws/regulations and do not include occupational safety or worker protection requirements.

OU1 Soils

The cleanup goal for lead in surface soil was health-based and is further evaluated in Appendix H.

OU2 Groundwater

EPA cited the SDWA lead action level – 15 µg/L – in the 2000 ROD for screening purposes. This action level is used to monitor lead levels in the groundwater. This action level has not changed (Table G-1).

Table G-1: Groundwater COC ARAR Review

Groundwater COC	2000 ROD SDWA Action Level (µg/L)	Current Action Level ^a (µg/L)	ARARs Change
Lead	15	15	No change
<i>Notes:</i> ^a EPA National Primary Drinking Water Regulation Maximum Contaminant Level: https://www.epa.gov/sites/production/files/2016-06/documents/npwdr_complete_table.pdf (accessed 4/12/2017).			

APPENDIX H – DETAILED TOXICITY REVIEW

The surface soil cleanup level for lead was selected in the Site's 1988 ROD and retained in the 1997 ROD Amendment. The cleanup goal – 1,000 mg/kg – was based on the default lead cleanup goal for industrial land uses at the time and deemed sufficiently protective for on-site workers. The current EPA 2017 guidance recommends using the Adult Lead Methodology to assess lead risks from soil for the non-residential Superfund site scenarios. The recommended soil Preliminary Remediation Goal is 1,050 mg/kg which corresponds to a baseline blood lead concentration of 5 µg/deciliter. This updated goal is less stringent than the original cleanup goal, therefore the soil cleanup goal is still protective (Table H-1).

Table H-1: Screening-level Risk Evaluation of Soil Cleanup Goals – Industrial Scenario

COC	1988 ROD Cleanup Goal (mg/kg)	EPA Industrial Soil PRG ^a (mg/kg)
Lead	1,000	1,050
<i>Notes:</i> ^a PRG is based on guidance from the 2017 Update to the Adult Lead Methodology's Default Baseline Blood Lead Concentration and Geometric Standard Deviation Parameters PRG = Preliminary Remediation Goal		

APPENDIX I – INTERVIEW FORMS

Site Name:	<u>Gould, Inc.</u>	EPA ID No.:	<u>ORD095003687</u>	
Interviewer Name:	<u>Alison Cattani</u>	Affiliation:	<u>Skeo</u>	
Subject Name:	<u>David Lacey</u>	Affiliation:	<u>Oregon DEQ</u>	
Subject Contact Information:				
Time:	<u>11:00 a.m.</u>	Date:	<u>04/11/2017</u>	
Interview Location:				
Interview Format (circle one):	In Person	Phone	Mail	<u>Other: Email</u>
Interview Category:	State Agency			

1. What is your overall impression of the project, including cleanup, maintenance and reuse activities (as appropriate)?

The project seems to be going well. Monitoring and maintenance are occurring on schedule and the monitoring appears to show conditions at the Site are stable.

2. What is your assessment of the current performance of the remedy in place at the Site?

Current monitoring appears to show conditions at the Site are stable.

3. Are you aware of any complaints or inquiries regarding site-related environmental issues or remedial activities from residents in the past five years?

No.

4. Has your office conducted any site-related activities or communications in the past five years? If so, please describe the purpose and results of these activities.

DEQ has reviewed quarterly monitoring reports and periodically attended quarterly monitoring events.

5. Are you aware of any changes to state laws that might affect the protectiveness of the Site's remedy?

No.

6. Are you comfortable with the status of the institutional controls at the Site? If not, what are the associated outstanding issues?

It is unclear what institutional controls are in place.

7. Are you aware of any changes in projected land use(s) at the Site?

No.

8. Do you have any comments, suggestions or recommendations regarding the management or operation of the Site's remedy?

DEQ is concerned that groundwater levels in the vicinity of the Site have risen resulting in water ponding on the Site from December to May. Ponded surface water has been observed flowing off of the Site into the

street and draining into city-owned catch basins. This has also resulted in the apparent development of wet lands at the site which may be an attractive nuisance. The rise in groundwater levels appears to be the result of lining the city stormwater system to eliminate groundwater intrusion due to contamination on an adjacent site.

Gould, Inc. Superfund Site**Five-Year Review Interview Form**Site Name: Gould, Inc.EPA ID No.: ORD095003687Interviewer Name: Alison CattaniAffiliation: SkeoSubject Name: Joan Underwood

Affiliation:

Subject Contact

Information:

Time:

Date: 04/12/2017

Interview

Location:

Interview Format (circle one): In Person Phone Mail Other: Email

Interview Category: Potentially Responsible Parties (PRPs)

1. What is your overall impression of the remedial activities at the Site?

The remedial action at the site consists of a designed containment (landfill) facility with quarterly O&M activities including inspection of the integrity of the facility and monitoring, minor repairs as necessary and vector burrow control. These activities have not changed over the last 5 years. My impression is favorable.

2. What have been the effects of this Site on the surrounding community, if any?

There have been no changes at the site over the last 5 years and therefore no effects on the surrounding community. The area is within the Guild's Lake designated industrial area and is consistent with that land use.

3. What is your assessment of the current performance of the remedy in place at the Site?

The remedy continues to function as designed. There have been sporadic detections and no detections above action levels during the sampling events.

4. Are you aware of any complaints or inquiries regarding environmental issues or the remedial action from residents since implementation of the cleanup?

No – there are no nearby residents.

5. Do you feel well-informed regarding the Site's activities and remedial progress? If not, how might EPA convey site-related information in the future?

Yes

6. Do you have any comments, suggestions or recommendations regarding the management or operation of the Site's remedy?

The site is an open area requiring little maintenance. The remedy is a passive remedy (landfill) that does not generate odors or leachate. The only recommendation is to reduce the inspections to semi-annual based on another 5-years of data, the stability of the remedy and the lack of maintenance issues.

Gould, Inc. Superfund Site**Five-Year Review Interview Form**Site Name: Gould, Inc.EPA ID No.: ORD095003687Interviewer Name: Alison CattaniAffiliation: SkeoSubject Name: Ryan StringfellowAffiliation: Golder Associates Inc.

Subject Contact

Information:

Time:

Date: 03/31/2017

Interview

Location:

Interview Format (circle one): In Person Phone Mail Other: EmailInterview Category: O&M Contractor

1. What is your overall impression of the project, including cleanup, maintenance and reuse activities (as appropriate)?

The project is a passive remedy in an industrial area. The land is not used as it is a containment (landfill) facility. It requires little maintenance and is maintained as necessary; therefore my impression is favorable.

2. What is your assessment of the current performance of the remedy in place at the Site?

The remedy is performing as designed.

3. What are the findings from the monitoring data? What are the key trends in contaminant levels that are being documented over time at the Site?

Lead has been only infrequently detected in the groundwater monitoring samples collected over the last 5 years. As described in the inspection letters, detections are at levels well below the 15 ug/L action level cited in the Record of Decision, supporting the conclusion that the remedy is performing as designed.

4. Is there a continuous on-site O&M presence? If so, please describe staff responsibilities and activities. Alternatively, please describe staff responsibilities and the frequency of site inspections and activities if there is not a continuous on-site O&M presence.

There is no continuous O&M presence as it is a passive remedy. Site activities include quarterly inspections, annual sampling, quarterly ground squirrel control, annual animal burrow backfilling and annual mowing.

5. Have there been any significant changes in site O&M requirements, maintenance schedules or sampling routines since start-up or in the last five years? If so, do they affect the protectiveness or effectiveness of the remedy? Please describe changes and impacts.

There have been no changes in site O&M, maintenance or sampling in the last five years that would affect protectiveness or effectiveness of the remedy.

In the last five years, water has been observed in leak detection sump LDS-1 in the first quarter (Q1) of 2012, Q1 2016, Q4 2016, and Q1 2017. The sump was purged dry during each quarterly inspection and sampled for total and dissolved lead. Total lead was less than or equal to 0.667 ug/L for each event, and not detected in the dissolved lead samples. The low-level detections of lead are more than an order of magnitude below the 15 ug/L action limit set for groundwater.

In June 2015, a grass fire melted the ends of the cap drain pipes located between IIB-1 and MII-1. As described in the Q1 2016 inspection letter, approximately 14 feet of the northeastern drain pipe and 11 feet of the southeastern drain pipe were replaced and are functioning properly.

6. Have there been unexpected O&M difficulties or costs at the Site since start-up or in the last five years? If so, please provide details.

There have been none.

7. Have there been opportunities to optimize O&M activities or sampling efforts? Please describe changes and any resulting or desired cost savings or improved efficiencies.

Because it is a passive remedy, there are no activities requiring optimization.

8. Do you have any comments, suggestions or recommendations regarding O&M activities and schedules at the Site?

The remedy is performing as designed as does not require active management besides periodic inspections and vector control. Therefore it is recommended that semi-annual inspections be implemented and annual monitoring be continued.

APPENDIX J – RESTRICTIVE COVENANTS

Gould and Rhone-Poulenc Restrictive Covenant

5033263399

opa portland

10:05:17 a.m.

04-20-2007

1/17

GOUSE 8.13
JCAPP 68.0



EPA

U.S. Environmental Protection Agency

Oregon Operations Office

811 S.W. Sixth Avenue

Portland, Oregon 97204

Fax: (503) 326-3399

Confirm: (503) 326-3250

FACSIMILE TRANSMISSION

Date: 4/20/07 Page 1 of 17 pages

To: Tim Brinefield

Location: ECL

Fax #: 0124

From: Chip Humphrey

Comments: Gould Easement

USEPA SF
1266329

After Recording Return To:
 USAED, CENWP-RE
 P.O. Box 2946
 Portland, Oregon 97208-2946

Recorded in the County of Multnomah, Oregon

Total : C. Swick, Deputy Clerk 99.00

2001-017133 02/07/2001 08:19:43am ATLJH

A49	16	REC	SUR	DOR	OLIS	PRF99
		88.00	3.00	10.00	1.00	5.00

(Space reserved for Recorder's use)

CHICAGO 184409

ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This Environmental Protection Easement and Declaration of Restrictive Covenants ("Easement") is made this 11 day of December, 2000, by and between Rhône-Poulenc AG Company, 6200 N.W. St. Helens Road, Portland, Oregon 97210-0224, ("Grantor"), on the one hand, and GOULD ELECTRONICS INC. ("Gould"), an Ohio corporation having an address of 34929 Curtis Blvd., Eastlake, Ohio 44095-4001, and the UNITED STATES OF AMERICA and its assigns, ("Grantee"), having an address of EPA Region 10, ECL- 111, 1200 Sixth Avenue, Seattle, WA 98101 on the other hand (collectively, "Grantees").

WITNESSETH:

WHEREAS, Grantor is the owner of two parcels of land located in the county of Multnomah, State of Oregon, more particularly described on Exhibit A ("Parcel A") and Exhibit B ("Parcel B") attached hereto and made a part hereof (Parcels A and B, collectively shall be referred to as the "Property"); and

WHEREAS, Gould is the owner of a parcel of land located in the county of Multnomah, State of Oregon, more particularly described on Exhibit C attached hereto and made a part hereof (the "Gould Property"); and

WHEREAS, a portion of the Property is part of the Gould Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983; and

WHEREAS, in a Record of Decision dated June 3, 1997 (the "ROD"), the EPA Region 10 Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions:

Construction of a lined and capped on-site containment facility ("OCF"), which has a leachate collection system; excavation and dewatering of East Doane Lake sediments contaminated above specified cleanup levels; excavation of battery cases on the Gould Property and East Doane Lake; treatment of lead fines, stockpiled materials and other lead contaminated material identified as principal threat waste; consolidation of contaminated material in the lined and capped OCF; filling of the East Doane Lake remnant and the open excavation in the lake area on the adjacent Rhône-Poulenc property; imposition of institutional controls; performance of groundwater monitoring to ensure the effectiveness of the cleanup and that contaminants were not mobilized during its implementation; long term operation and maintenance requirements; and reviews conducted no less than every five (5) years to ensure the remedy continues to provide adequate protection of human health and the environment; and

WHEREAS, the ROD selected a remedial action for the soils operable unit of the Gould Site. Remediation of groundwater contamination was not included in the ROD, and may in the future be undertaken as an additional response action at and near the Site under federal or state authority; and

WHEREAS, Gould, Grantor and other respondents to EPA's administrative orders issued *In the Matter of Gould Superfund Site*, EPA Docket No. 1091-01-10-106, issued on January 22, 1992 and July 8, 1997, are currently in the process of completing remedial design and remedy implementation at the Site; and

WHEREAS, Grantor has agreed to allow Parcel B to be used for construction of an access road for the OCF to be constructed as part of the remedial action;

WHEREAS, Gould, Grantor and other respondents to EPA's administrative orders are parties to a Consent Decree in a case captioned *United States of America v. NL Industries, Inc., Gould Inc.*, which was entered in the United States District Court for the District of Oregon on May 14, 1998 (the "Consent Decree"); and

WHEREAS, the parties hereto have agreed that it is appropriate and necessary (1) to grant a permanent right of access over the Property to the Grantees for purposes of implementing, facilitating and monitoring the remedial action; and (2) to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment; and

WHEREAS, Grantor wishes to cooperate fully with the Grantees in the implementation of all response actions at the Site;

NOW, THEREFORE:

1. Grant. Grantor, on behalf of itself, and its successors and assigns in interest in the Property, in consideration of EPA's agreement to release Grantor from the First Amendment to Administrative Order, In the Matter of the Gould Superfund Site, Soils Unit, Portland, Oregon, EPA Docket No. 1091-01-10-106, does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the United States of America and Gould, and their assigns, with general warranties of title, (1) the perpetual right to enforce said use restrictions, and (2) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.

2. Purpose. It is the purpose of this instrument to give the Grantees the right to remediate past environmental contamination and reduce the risk of exposure to contaminants for human health and the environment.

3. Restrictions on Use. The following covenants, conditions, and restrictions apply to the use of the Property, run with the land and are binding on the Grantor:

a. The Property shall not be used for a residential or agricultural use (which is not intended to prohibit *commercial scale* recycling or composting activities).

b. There shall be no actions undertaken on the Property that may disturb or damage or otherwise interfere with the structural integrity of the OCF being constructed on the Gould Property, the OCF cap, the cap, if any, on the Property, the OCF liner, the OCF leachate collection system, the OCF detection monitoring system, or any other remedial actions that provide containment of hazardous substances, pollutants or contaminants or the ability to monitor such containment undertaken pursuant to the ROD.

c. The Property shall not be used for any commercial uses, as defined in the City of Portland Zoning Code, unless EPA determines in writing that such use is compatible with the protective level of cleanup that is achieved on that portion of the Property after implementation of the ROD; provided, however, that Grantor and its successors in interest may use Parcel B as an access road to property owned by Grantor.

These restrictive covenants, conditions, and restrictions touch and concern the Property, the Gould Property and the easement granted in paragraph 5 hereof. They are intended to impose an equitable servitude upon the Property for the benefit of the Gould Property, and the easement granted in paragraph 5 hereof. They shall run with the Property and inure to the benefit of all parties having or acquiring any fee interest in the Gould Property or in any part thereof and all parties having or acquiring any interest in the easement granted in paragraph 5 hereof.

4. Modification of Restrictions. The above restrictions and the easement rights granted below may be modified, or terminated in whole or in part, in writing, by the United States (as to it) or Gould (as to it) or both and with the consent of Grantor. However, Gould shall not modify or terminate its rights under this Easement without the consent of EPA so long as it is obligated to perform under the Consent Decree. Gould's termination or modification of its rights under this Easement shall not affect the rights and interests of Grantee United States and its assigns under this Easement. If requested by the Grantor, such writing will be executed by the United States or Gould in recordable form. Grantee Gould agrees that, if EPA or such governmental entity as may succeed to its authority has agreed with the Grantor to such a modification or termination, Grantee Gould will agree in writing, in a recordable form, to such modification or termination. During such time as the Consent Decree remains in effect, if Grantor requests that the United States modify or terminate a restriction or easement right and the United States declines to do so, Grantor may invoke and shall be subject to such Dispute Resolution procedures as exist under the Consent Decree.

5. Environmental Protection Easement.

a. Grant of Easement. Grantor hereby grants separately to each Grantee an irrevocable, permanent and continuing right of access at all reasonable times to the Property. The purposes for such access are:

- (1) Monitoring the activities that any defendant under the Consent Decree or respondents under an administrative order are required by the United States to perform in implementation of the ROD;
- (2) Verifying any data or information submitted to the United States or to the State of Oregon;
- (3) Conducting investigations relating to contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for planning, monitoring, or implementing additional response actions at or near the Site;
- (6) Implementing the Remedial Action;

(7) Determining whether the Site or other Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted by this document, a consent decree or an administrative order issued by the United States;

(8) Performing or overseeing the performance of monitoring actions or other response actions as defined by CERCLA section 101(25), 42 U.S.C. §9601(25), on the Property which are required to be carried out during the Operations & Maintenance phase to be implemented after completion of the Remedial Action; and

(9) Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations, and performing or overseeing the performance of any response actions called for by such periodic reviews.

(10) Using Parcel B as an access road for the construction, operation and maintenance of the OCF.

b. Duration of Easement. Access granted under this paragraph expires pursuant to the following terms:

(1) Access to Grantees for the purposes set forth in subparagraphs 5.a.(1) through (6) shall expire when EPA, or such governmental entity as may succeed to its authority, certifies that the Remedial Action has been completed.

(2) Access to Grantees for the purposes set forth in subparagraphs 5.a.(7), (8) and (9) shall expire at such time as EPA, or such governmental entity as may succeed to its authority, certifies that the Work has been completed.

6. Reserved Rights of Grantor. Grantor hereby reserves unto itself and its successors and assigns in interest in the Property all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.

7. Nothing in this document shall limit or otherwise affect EPA's or its assignees rights of entry and access provided by law or regulation.

8. No Public Access and Use. No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

9. Notice Requirement. Grantor agrees, so long as any restriction established by paragraph 3 above or easement granted by paragraph 5 above remains in effect, to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF AN ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, DATED _____, 19____, RECORDED IN THE PUBLIC LAND RECORDS ON _____, 19____, IN BOOK _____ PAGE _____, IN FAVOR OF, AND ENFORCEABLE BY, THE UNITED STATES OF AMERICA AND ITS ASSIGNS.

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee United States with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

10. Administrative Jurisdiction. The federal agency having administrative jurisdiction over the interests acquired by the United States by this instrument is the EPA. The Regional Administrator of EPA Region 10 shall exercise the discretion and authority granted to the United States herein. If the United States assigns its interest(s) created by this instrument, unless it provides otherwise in any such assignment document, the discretion and authority referred to in this paragraph shall also be assigned. In addition, after assignment of the interests created herein, the assignee of the United States shall receive any and all interests and rights granted to the United States in this document.

11. Enforcement. Either Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. Except as provided below, the prevailing party or parties in the enforcement action shall be reimbursed for all reasonable costs and expenses including, but not limited to, attorneys' fees, incurred in any such enforcement action; provided however, in no event shall Grantee United States or its assigns pay attorney fees, nor shall Grantee Gould pay a share of attorney fees otherwise properly solely allocable to Grantee United States. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of either Grantee, and any forbearance, delay or omission to exercise their rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by either Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of either Grantee under this instrument.

12. Damages. Each Grantee shall be entitled to recover damages for violations of the terms of this instrument, or for any injury to the remedial action, to the public or to the environment protected by this instrument.

13. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

14. Covenants. Grantor hereby covenants to and with the United States and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it, that the Property is free and clear of

encumbrances, except those noted on Exhibit D attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

15. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Robert L. Ferguson
Manager of Health, Safety
and Environment
RHONE-POULENC AG COMPANY
P.O. Box 12014
Research Triangle Park, NC 27709-2014

George S. Goodridge
Sr. Environmental Attorney
RHONE-POULENC, INC.
P.O. Box 12014
Research Triangle Park, NC 27709-2014

James E. Benedict
CABLE HUSTON BENEDICT
HAAGENSEN & LLOYD LLP
1001 SW 5th Avenue, Suite 200
Portland, OR 97204-1136

To Grantee United States:

Chief, Environmental Enforcement
Environment and Natural Resources
Division
U.S. Department of Justice
PO Box 761 1, Ben Franklin Station
Washington, D.C. 20044
Re: DJ #90-11-3-3978

To Grantee Gould:

James F. Cronmiller
Director, Corporate Environmental Affairs
Gould Electronics Inc.
34929 Curtis Boulevard
Eastlake, OH 44095-4001

David L. Blount
LANDYE BENNETT BLUMSTEIN, LLP
1300 SW 5th Ave., Suite 3500
Portland, OR 97201

Director, Office of Environmental Cleanup
U.S. Environmental Protection Agency
Region 10 - ECL III
1200 Sixth Avenue
Seattle, WA 98101

16. General Provisions.

a. Controlling Law. The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the laws of Oregon, where the property is located. To the extent not otherwise specifically

defined in this document, any capitalized term shall bear the meaning given to it in the Consent Decree.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f. Successors. The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and upon successors and assigns in interest in the Property (including the easement granted in paragraph 5 above) and successors and assigns in interest in the Gould Property, subject to earlier termination as provided in paragraph 5.b., and shall continue as a servitude running in perpetuity with the Property for the benefit of the Gould Property and the easement granted pursuant to and subject to paragraph 5 above. The term "Grantor" wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and the successors and assigns in interest in the Property, and heirs and personal representatives thereof. The term "Grantee," wherever used herein, and any pronouns used in place thereof, shall include the United States of America, and its designated representatives, and any assignee in the United States' interest in the easement granted in paragraph 5 above, and its designated representatives. The United States covenants that it will only assign such interest to the State of Oregon or a subdivision thereof. The term "Grantee" whenever used herein, and any pronouns used in place thereof, shall also mean Gould and the successors and assigns in interest in the Gould Property, and heirs and personal representatives thereof. The rights of the Grantee Gould and Grantor under this instrument are freely assignable only to any person or entity that acquires an interest in the Gould Property or the Property, respectively, subject to the notice provisions hereof.

g. Termination of Rights and Obligations. A party's rights and obligations under this instrument terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

h. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

i. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the United States and its assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed in its name.

Executed this 17th day of October, 2000.

RHÔNE-POULENC, INC.

By: Robert L. Ferguson

Its: Manager Remediation

STATE OF NORTH CAROLINA)
County of Johnston) ss.

This instrument was acknowledge before me on 17th October, 2000,
by Robert L. Ferguson, as Mgr Remediation of Rhone Poulenc Inc. a(n)
corporation.



Teresa Langdon
Notary Public for North Carolina
My commission expires: 7-21-2005

////

////

This easement is accepted this _____ day of _____, 2000.

Executed this 3 day of October, 2000.

GOULD ELECTRONICS, INC.

By: Michael C. Vesey

Its: Senior Vice President

STATE OF OHIO)

) ss.

County of LAKE)

Before me, a notary public, in and for said, county, personally appeared MICHAEL C. VESSEY, known to me to be the person who, as SR. VICE PRESIDENT of GOULD ELECTRONICS INC., executed the foregoing instrument, signed the same, and acknowledged to me that HE did so sign said instrument in the name and on behalf of the corporation as SR. VICE PRESIDENT; that the same is HIS free act and deed as SR. VICE PRESIDENT, and the free and corporate act and deed of said corporation, and HE is duly authorized to sign said instrument

SUBSCRIBED AND SWORN to before me this 3rd day of OCTOBER, 2000.

Michael C. Vesey
Notary Public for Ohio
My commission expires: AUGUST 10, 2003

////

////

////

////

////

////

This easement is accepted this 11th day of December, 2000.

UNITED STATES OF AMERICA

U.S. ENVIRONMENTAL PROTECTION
AGENCY

By: [Signature]

Director, ECL

STATE OF WASHINGTON)

) ss.

County of King)

This instrument was acknowledge before me on December 11, 2000,
by Michael F. Freepke, as Director of Region 10, ECL.

[Signature]
Notary Public for Washington

My commission expires: 12/11/02



Attachments:

- Exhibit A legal description of the Property - Parcel A
- Exhibit B legal description of the Property - Parcel B
- Exhibit C legal description of the Gould Property
- Exhibit D list of title exceptions

Order No. 854635

Exhibit A

A tract of land in the Milton Doane Donation Land Claim, Section 13, Township 1 North, Range 1 West, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the intersection of the Westerly line of NW 61st Avenue with the Southerly line of NW Culebra Avenue in the City of Portland, Multnomah County, Oregon; thence North 44°20' West on a continuation of the Southerly line of NW Culebra Avenue produced Westerly, a distance of 1248.40 feet to a point which is 30 feet Westerly (measured at right angles) from the Westerly line of that certain tract conveyed by Bethlehem Pacific Coast Steel Company to Morris P. Kirk & Son, Inc., by Bargain & Sale Deed recorded March 3, 1948 in Book 1253, page 264, which point is the true point of beginning from this description; thence North 31°14'40" East, parallel with the Westerly line of said Kirk tract, 492.40 feet; thence North 41°42'10" West 699.09 feet; thence North 55°55'30" West 121.43 feet to a point that is 150 feet Easterly from the center line between the Railway Companies' double track; thence Southerly parallel with said center line, along the arc of a 1760.08 feet radius curve to the left, a distance of 954.15 feet through a central angle of 31°03'46", the long chord of which bears South 5°02'57" East 942.58 feet; thence South 16°54'10" East 301.85 feet; thence North 31°14'40" East 249.90 feet to the true point of beginning.

Order No. 878991

Exhibit B

A tract of land in the Milton Doane Donation Land Claim, in Section 13, Township 1 North, Range 1 West, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being more particularly described as follows:

Beginning at a concrete monument at the most Westerly corner of that tract described in Deed as Fee No. 94-016004 and recorded January 31, 1994; thence North 31°14'07" East along the Northwesternly line of said Fee No. 94-016004 a distance of 993.22 feet to the Southwesterly right-of-way line of N.W. Front Avenue-, thence North 41°42'43" West along said right-of-way line 31.38 feet to the most Easterly corner of Book 488, page 493, recorded April 21, 1966; thence South 31°14'07" West along the Southeasterly line of said Book 488, page 493 and of Parcel II of Book 2114, page 669 and recorded June 22, 1988 a distance of 1244.60 feet to the Southerly corner of said Parcel II as described in Deed Book 2114, page 669; thence South 18°54'43" East on the projection of the Southwesterly line as described in said Deed Book 2114, page 669 a distance of 39.08 feet; thence North 31°14'07" East parallel with the Southeasterly line of said Parcel II a distance of 267.23 feet to the point of beginning.

Exhibit C**Legal Description for the Gould Electronics, Inc. Property in
Doane Lake, Portland, Oregon Area**

A tract of land situated in the Milton Doane D.L.C. in Section 13, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the most Westerly corner of "Bridgeport" in the Milton Doane D.L.C. in said Section 13, the said point being where the Northwestern boundary of NW Balboa Avenue extended, now vacated, is intersected by the Southwesterly boundary of NW Culebra Avenue; thence North 44°16' West along the Southwesterly boundary of NW Culebra Avenue, 722 feet to a point of intersection with the Northwestern boundary of NW 61st Avenue, which point is the true point of beginning of the tract herein described; thence North 44°16' West 1217.43 feet along the direct extension Northwesternly of the Southwesterly boundary of NW Culebra Avenue to an iron pipe at the most Westerly corner of that certain 17.547 acre tract of land conveyed by M.L. Holbrook, Trustee, to Pacific Coast Steel Company by deed dated August 21, 1918 and recorded September 7, 1918 in Book 764, page 81 Deed Records, said pipe being in the division line between said 17.547 acre tract and the land owned by the Spokane Portland & Seattle Railway Company as referred to in said deed; thence North 31°15' East along said division line 992.91 feet to the Southwesterly boundary of NW Front Avenue; thence South 41°41'10" East along the Southwesterly boundary of NW Front Avenue 405.03 feet; thence South 31°15' West 947.03 feet to a point which is 25 feet Northeasterly of, when measured at right angles to, the direct extension Northwesternly of the Southwesterly boundary of NW Culebra Avenue; thence South 44°16' East parallel to and 25 feet from the direct extension Northwesternly of the Southwesterly boundary of NW Culebra Avenue, 817.43 feet to the Northwestern boundary of NW 61st Avenue; thence Southwesterly along the Northwestern boundary of NW 61st Avenue 25.82 feet to the true point of beginning.

EXHIBIT D**List of Exceptions**

1. Conditions and Restrictions contained in EPA Docket No. 1091-01-10-106, of the City of Portland, as disclosed by Memorandum of First Amendment to Administrative Order in the Matter of Gould Superfund Site EPA Docket No. 1091-01-10-106
Recorded : September 19, 1997 as Fee No. 97143627
2. Memorandum of Entry of Consent Decree in the Matter of Gould Superfund Site Civil Action No. CV-98-322-HA, including the terms and provisions thereof,
Dated : July 2, 1998
Recorded : July 6, 1998 as Fee No. 98118406
Executed by : Burlington Northern and Santa Fe Railway Company, formerly known as Burlington Northern Railroad Company
3. Spur line tracks as disclosed by the Multnomah County Assessor's Map.
4. An easement created by instrument, including the terms and provisions thereof;
Recorded : September 15, 1916 in Book 717, page 388
Favor of : Shell Company of California, Inc.
For : One or more pipe lines
Affects : Reference is made to the document for the exact location
5. An easement created by instrument, including the terms and provisions thereof;
Recorded : November 16, 1916 in Book 719, page 356
Favor of : Shell Company of California, Inc.
For : One or more pipe lines
Affects : Reference is made to the document for the exact location
6. Easement Agreement, including the terms and provisions thereof,
Dated : March 14, 1945
Recorded : May 21, 1945 in Book 934, page 227
Between : Northern Pacific Railway Company, a Wisconsin corporation and Chipman Chemical Company, Inc., a corporation
7. Easement Agreement, including the terms and provisions thereof,
Dated : September 29, 1966
Recorded : July 27, 1967 in Book 573, page 479
Between : Spokane Portland and Seattle Railway Company, a Washington corporation, Northern Pacific Railway Company, a Wisconsin corporation, and Chipman Chemical Company, Inc., a corporation

8. Conditions and Restrictions contained in Ordinance No. 138982, of the City of Portland, a copy of which was

Recorded : December 9, 1974 in Book 1019, page 205

9. Said property lies within the boundaries of the Northwest Front Avenue Industrial Renewal Project Area and is subject to the terms and provisions thereof, as disclosed by Ordinance No. 32099

Recorded : May 15, 1978 in Book 1263, page 921

10. Administrative Order, including the terms and provisions thereof,

Dated : January 22, 1992

Recorded : March 11, 1992 in Book 2516, page 1895

Executed by : United States Environmental Protection Agency

The terms and provisions of the above Administrative Order were amended by instrument

Recorded : July 24, 1997 as Fee No. 97111583

11. Memorandum of Agreement and Declaration of Covenant Running with the Land, including the terms and provisions thereof,

Dated : October 22, 1997

Recorded : December 22, 1997 as Fee No. 97197245

Between : The Burlington Northern and Santa Fe Railway Company, a Delaware corporation; Rhône-Poulenc, Inc., a New Jersey corporation; Gould Electronics, Inc. an Ohio corporation; and Schnitzer Investment Corp., an Oregon corporation

12. Memorandum of Agreement and Declaration of Covenant Running with the Land, including the terms and provisions thereof,

Dated : November 10, 1997

Recorded : February 24, 1998 as Fee No. 98028470

Between : Gould Electronics, Inc., a Ohio corporation; Rhône-Poulenc, Inc., a New Jersey corporation; ESCO Corporation, an Oregon corporation; and The Burlington Northern and Santa Fe Railway Company, a Delaware corporation

Schnitzer Restrictive Covenant

Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment; and

WHEREAS, Grantor wishes to cooperate fully with the Grantees in the implementation of all response actions at the Site;

NOW, THEREFORE:

1. Grant. Grantor, on behalf of itself, and its successors and assigns in interest in the Property, in consideration of EPA's agreement to release Grantor from the First Amendment to Administrative Order, In the Matter of the Gould Superfund Site, Soils Unit, Portland, Oregon, EPA Docket No. 1091-01-10-106, and in consideration of the releases and indemnities provided by Gould in the Settlement Agreement by and between Gould and certain other settling parties dated October 22, 1997 ("Gould/Schnitzer Settlement"), does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the United States of America and Gould, and their assigns, with general warranties of title, (1) the perpetual right to enforce said use restrictions, and (2) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.

2. Purpose. It is the purpose of this instrument to give the Grantees the right to remediate past environmental contamination and reduce the risk of exposure to contaminants for human health and the environment.

3. Restrictions on Use. The following covenants, conditions, and restrictions apply to the use of the Property, run with the land and are binding on the Grantor:

a. The Property shall not be used for a residential or agricultural use (which is not intended to prohibit commercial scale recycling or composting activities).

b. There shall be no actions undertaken on the Property that may disturb or damage or otherwise interfere with the structural integrity of the On-Site Containment Facility being constructed on the Gould Property (the "OCF"), the OCF cap, the OCF liner, the OCF leachate collection system, the OCF detection monitoring system, or any other remedial actions that provide containment to hazardous substances, pollutants or contaminants or the ability to monitor such containment undertaken pursuant to the ROD, including no activities on the Property that would interfere with the sublateral support provided by the Property to the OCF. The parties agree that, within 180 days of completion of construction of the OCF, the parties will discuss, and based on that discussion, EPA will determine the specific restraints on the Property that are required to provide such sublateral support and will modify this restriction, pursuant to the process set forth in paragraph 4 below, to describe those specific restraints. The parties also agree that, within 180 days of completion of the Remedial Action, the parties will discuss, and based on that discussion, EPA will determine through a modification process as set forth in paragraph 4 below any other specific

restrictions on the Property that are required to comply with the first sentence of this subsection 3.b.

c. The Property shall not be used for any commercial uses, as defined in the City of Portland Zoning Code, unless EPA determines in writing that such use is compatible with the protective level of cleanup that is achieved on that portion of the Property after implementation of the ROD.

These restrictive covenants, conditions, and restrictions touch and concern the Property, the Gould Property and the easement granted in paragraph 5 hereof. They are intended to impose an equitable servitude upon the Property for the benefit of the Gould Property and the easement granted in paragraph 5 hereof. They shall run with the Property and inure to the benefit of all parties having or acquiring any fee interest in the Gould Property or in any part thereof and all parties having or acquiring any interest in the easement granted in paragraph 5 hereof.

4. Modification of Restrictions. The above restrictions and the easement rights granted below may be modified, or terminated in whole or in part, in writing, by the United States (as to it) or Gould (as to it) or both. However, Gould shall not modify or terminate its rights under this Easement without the consent of EPA so long as it is obligated to perform under the Consent Decree. Gould's termination or modification of its rights under this Easement shall not affect the rights and interests of Grantee United States and its assignees under this Easement. If requested by the Grantor, such writing will be executed by the United States or Gould in recordable form. Grantee Gould agrees that, if EPA or such governmental entity as may succeed to its authority has agreed with the Grantor to such a modification or termination, Grantee Gould will agree in writing, in a recordable form, to such modification or termination. During such time as the Consent Decree remains in effect, if Grantor requests that the United States modify or terminate a restriction or easement right and the United States declines to do so, Grantor may invoke and shall be subject to such Dispute Resolution procedures as exist under the Consent Decree.

5. Environmental Protection Easement.

a. Grant of Easement. Grantor hereby grants separately to each Grantee an irrevocable, permanent and continuing right of access at all reasonable times to the Property. The purposes for such access are:

(1) Monitoring the activities that any settling defendant under the Consent Decree or respondents under an administrative order are required by the United States to perform in implementation of the ROD.

(2) Verifying any data or information submitted to the United States or the State.

- (3) Conducting investigations relating to contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for planning, monitoring, or implementing additional response actions at or near the Site;
- (6) Implementing the Remedial Action;
- (7) Determining whether the Site or other Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted by this document, a consent decree or an administrative order issued by the United States;
- (8) Performing or overseeing the performance of monitoring actions or other response actions as defined by CERCLA section 101(25), 42 USC section 9601(25), on the Property which are required to be carried out during the Operations & Maintenance phase to be implemented after completion of the Remedial Action; and
- (9) Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations and performing or overseeing the performance of any response actions called for by such periodic reviews.

b. Duration of Easement. Access granted under this paragraph expires pursuant to the following terms:

- (1) Access to Grantee United States for the purposes set forth in subparagraphs 5.a.(1) through (6) shall expire when EPA, or such governmental entity as may succeed to its authority, certifies that the Remedial Action has been completed.
- (2) Access to Grantee United States for the purposes set forth in subparagraphs 5.a.(7), (8) and (9) shall expire at such time as EPA, or such governmental entity as may succeed to its authority, certifies that the Work has been completed.
- (3) Access to Grantee Gould for the purposes set forth in subparagraphs 5.a.(1) through (6) shall expire at such time as EPA, or such governmental entity as may succeed to its authority, certifies that the Remedial Action is complete.
- (4) Access to Grantee Gould for the purposes set forth in subparagraphs 5.a.(7) through (9) shall expire at such time as EPA, or such governmental entity as may succeed to its authority, certifies that the Work is complete.

6. Reserved Rights of Grantor. Grantor hereby reserves unto itself and its successors and assigns in interest in the Property all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein. Grantees acknowledge that the development and use of the Property for warehouse or other industrial use as described generally on the Site Plans attached as Exhibit C has been found by EPA to be compatible with the remedial action and is specifically permitted. The parties hereto acknowledge that Grantor intends to proceed with the development of the Property. Prior to the initiation of any field activities on the Property by either Grantor or Grantee Gould other than site visits or site inspections, such party shall provide to the other party general notice of its plans. At such point as excavation or construction is planned, the party planning such activity shall provide detailed construction plans and a proposed construction schedule to the other. Grantor and Grantee Gould agree to cooperate and consult in matters of scheduling and logistics to permit Grantees' exercise of their rights under the Easement and Grantor's development of the Property to proceed. Specifically, until the Remedial Action is completed, whenever Grantor plans an activity that could be reasonably likely to interfere with Grantees' access, at Grantee Gould or Grantor's request, a telephone conference or meeting shall be held to find a mutually satisfactory schedule for such activities. In the event that Grantor and Grantee Gould cannot find a mutually satisfactory schedule or agreement on the scope of the activities that Grantor can perform, the EPA Project Coordinator will meet with the parties and will determine what work proceeds and on what schedule. The decision of the EPA Project Coordinator shall be final and not subject to review. Grantor and Grantee Gould agree that they will not request excessive telephone conferences or meetings under this paragraph.

7. Nothing in this document shall limit or otherwise affect EPA's or its assignees rights of entry and access provided by law or regulation.

8. No Public Access and Use. No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

9. Notice Requirement. Grantor agrees, so long as any restriction established by paragraph 3 above or easement granted by paragraph 5 above remains in effect, to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF AN ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, DATED _____, 19__, RECORDED IN THE PUBLIC LAND RECORDS ON _____, 19__, IN BOOK _____, PAGE _____, IN FAVOR OF, AND ENFORCEABLE BY, THE UNITED STATES OF AMERICA AND ITS ASSIGNS.

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee United States with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

10. Administrative Jurisdiction. The federal agency having administrative jurisdiction over the interests acquired by the United States by this instrument is the EPA. The Regional Administrator of EPA Region 10 shall exercise the discretion and authority granted to the United States herein. If the United States assigns its interest(s) created by this instrument, unless it provides otherwise in any such assignment document, the discretion and authority referred to in this paragraph shall also be assigned. In addition, after assignment of such interests, the assignee of the United States shall receive any and all interests and rights provided to the United States in this document.

11. Enforcement. Either Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All reasonable costs and expenses of the Grantees, including, but not limited to, attorneys' fees, incurred in any such enforcement action, to the extent Grantees have prevailed, shall be borne by the Grantor or its successors in interest to the Property. In no event shall Grantee United States or its assigns pay attorney fees, nor shall Grantee Gould pay a share of attorney fees otherwise properly solely allocable to Grantee United States. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of either Grantee, and any forbearance, delay or omission to exercise their rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by either Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of either Grantee under this instrument.

12. Damages. Each Grantee shall be entitled to recover damages for violations of the terms of this instrument, or for any injury to the remedial action, to the public or to the environment protected by this instrument.

13. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

14. Covenants. Grantor hereby covenants to and with the United States and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it, that the Property is free and clear of encumbrances, except those noted on **Exhibit D** attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

15. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Linda Wakefield
Schnitzer Investment Corp.
3200 N.W. Yeon
P.O. Box 10047
Portland, Oregon 97296-0047

To Grantee Gould:

Michael Veysey, Esq.
General Counsel
Gould Electronics Inc.
34929 Curtis Blvd.
Eastlake, OH 44095-4001

With a copy to:

Anton U. Pardini
The Schnitzer Group
3200 N.W. Yeon
P.O. Box 10047
Portland, Oregon 97296-0047

To Grantee United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: DJ # 90-11-3-397B

Director, Office of Environmental Cleanup
United States Environmental Protection Agency
Region 10
ECL-111
1200 Sixth Avenue
Seattle, Washington 98101

Chip Humphrey
EPA Project Coordinator
United States Environmental Protection Agency
Region 10
Oregon Operations Office
811 S.W. 6th Avenue, 3rd Floor
Portland, Oregon 97204

16. General Provisions.

a. Controlling Law. The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of Oregon, where the property is located. To the extent not otherwise specifically defined in this document, any capitalized term shall bear the meaning given to it in the Consent Decree.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein except for the Gould/Schnitzer Settlement dated October 22, 1997 and the Agreement Between Schnitzer Investment Corp. and Gould Superfund Site PRPs dated October 22, 1997, which, as between Grantor and Grantee Gould only, are incorporated herein.

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

g. Successors. The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and upon

successors and assigns in interest in the Property (including the easement granted in paragraph 5 above) and successors and assigns in interest in the Gould Property and shall continue as a servitude running in perpetuity with the Property for the benefit of the Gould Property and the easement granted pursuant to paragraph 5 above. The term "Grantor," wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and the successors and assigns in interest in the Property, and heirs and personal representatives thereof. The term "Grantee," wherever used herein, and any pronouns used in place thereof, shall include the United States of America, and its designated representatives, and any assignee in the United States' interest in the easement granted in paragraph 5 above, and its designated representatives. The United States covenants that it will only assign such interest to the State of Oregon or a subdivision thereof. The term "Grantee" whenever used herein, and any pronouns used in place thereof, shall also mean Gould and the successors and assigns in interest in the Gould Property, and heirs and personal representatives thereof. The rights of the Grantee Gould and Grantor under this instrument are freely assignable only to any person or entity that acquires an interest in the Gould Property or the Property, respectively, subject to the notice provisions hereof.

h. Termination of Rights and Obligations. A party's rights and obligations under this instrument terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

j. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the United States and its assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed in its name.

Executed this 8th day of June, 1998

SCHNITZER INVESTMENT CORP.

By: [Signature]

Its: Vice President

STATE OF OREGON	
	SS.
County of <u>Multnomah</u>	

This instrument was acknowledged before me on June 8, 1998 by Linda Wakefield, as Vice President of Schnitzer, a(n) Oregon corporation. Investment Corp.



Julie Harvey
Notary Public for Oregon
My Commission Expires: Dec. 17, 1999

/////
/////
/////
/////
/////

This easement is accepted this 10 day of June, 1998.
Executed this 10 day of June, 1998.

GOULD ELECTRONICS INC.

By: Michael C. Voysey
Michael C. Voysey
Its: Sr. Vice President, General Counsel & Secretary

STATE OF OHIO	
	ss.
County of <u>LAKE</u>	

Before me, a notary public, in and for said, county, personally appeared Michael C. Voysey known to me to be the person who, as Sr. Vice President of GOULD ELECTRONICS INC., executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and on behalf of the corporation as Vice President; that the same is his free act and deed as Sr. Vice President, and the free and corporate act and deed of said corporation, and he is duly authorized to sign said instrument

SUBSCRIBED AND SWORN to before me this 10th day of June, 1998

Kathleen M. Friend
Notary Public for Ohio
My commission expires: 4/17/02

KATHLEEN M. FRIEND
Notary Public, State of Ohio
My Commission Expires 4-17-02
(Recorded in Lake County)

This easement is accepted this 8th day of July, 1998

UNITED STATES OF AMERICA

U.S. ENVIRONMENTAL PROTECTION
AGENCY

By: *M. Gearheard*
M. GEARHEARD

STATE OF OREGON	
	SS.
County of	

This instrument was acknowledged before me on July 8, 1998 by Michael
Gearheard, as Asst. Director, ECL of U.S. EPA, a(n)
corporation.

Gregory E. Dyer
Notary Public for Oregon

Attachments: Exhibit A - legal description of the Property
Exhibit B - legal description of Gould Property
Exhibit C - identification of proposed uses and construction plans, for
the Property
Exhibit D - list of permitted title encumbrances

EXHIBIT A

LEGAL DESCRIPTION FOR SCHNITZER INVESTMENT CORP. UNDEVELOPED PROPERTY

A tract of land situated in the Milton Doane Donation Land Claim in the East one-half of Section 13, Township 1 North, Range 1 West of the Willamette Meridian, City of Portland, County of Multnomah and State of Oregon, described as follows:

A tract of land commencing at the most Westerly corner of "Bridgeport", said point being the intersection of the Northwestern right-of-way line of N.W. Balboa Avenue (vacated) and the Southwesterly boundary of N.W. Culebra Avenue;

Thence North $44^{\circ}16'30''$ West (Deed North $44^{\circ}16'$ West) along the Southwesterly right-of-way line of said N.W. Culebra Avenue 722.72 feet (Deed 722.00 feet) to a point of intersection with the Northwestern right-of-way line of N.W. 61st Avenue;

Thence North $31^{\circ}15'41''$ East (Deed North $31^{\circ}15'$ East) along said Northwestern right-of-way line 600.00 feet;

Thence North $44^{\circ}16'30''$ West (Deed North $44^{\circ}16'$ West) 441.52 feet to the TRUE POINT OF BEGINNING of the hereinafter described tract of land;

Thence continuing North $44^{\circ}16'30''$ West, 375.91 feet;

Thence North $31^{\circ}15'41''$ East, 374.22 feet (Deed North $31^{\circ}15'$ East, 272.85 feet) to a point on the Southwesterly right-of-way line of N.W. Front Avenue;

Thence South $41^{\circ}42'10''$ East along said right-of-way line 485.15 feet;

Thence perpendicular to said right-of-way line South $48^{\circ}17'50''$ West, 340.87 feet to the TRUE POINT OF BEGINNING.

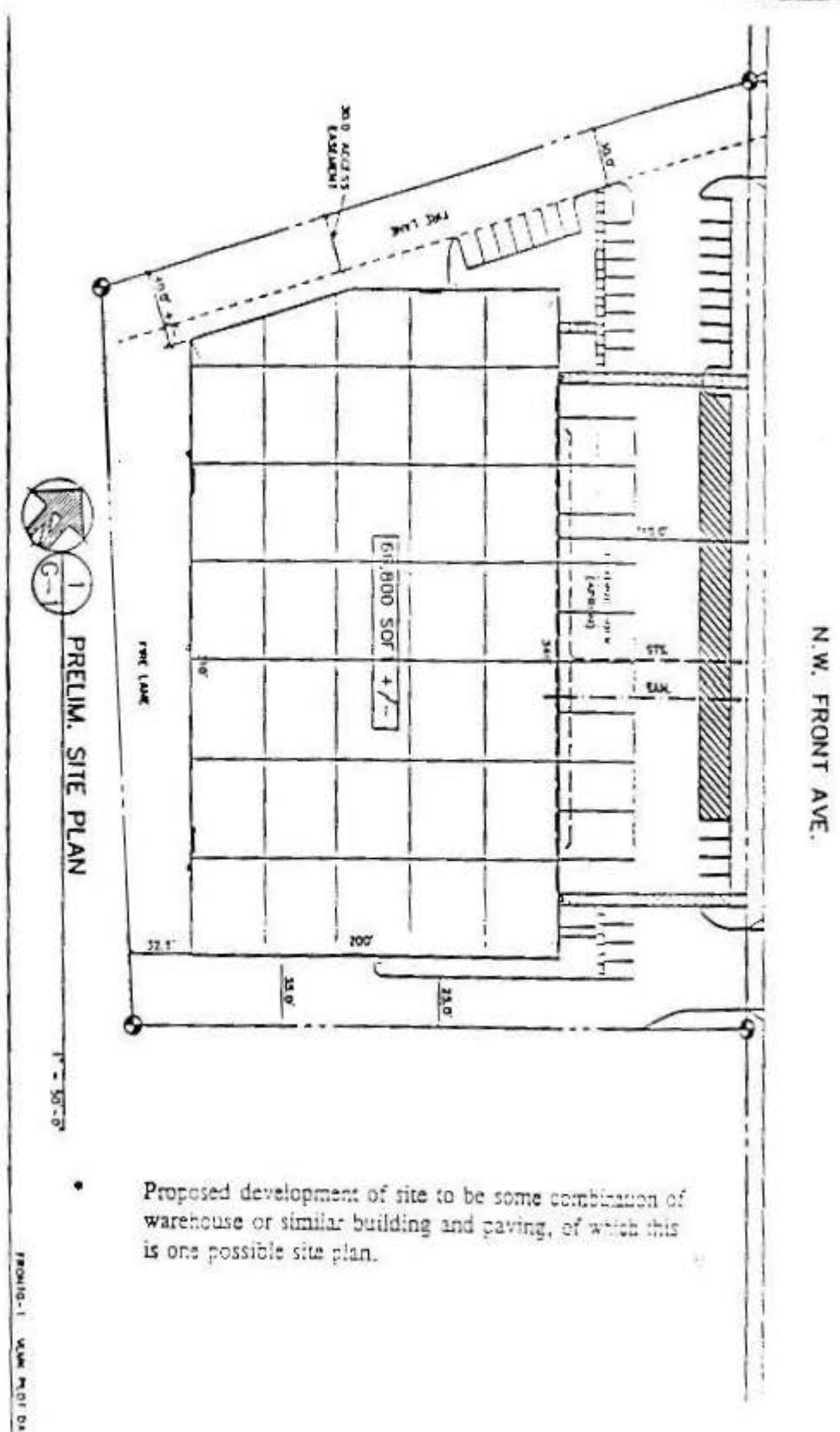
Containing therein an area of 150,784.0 square feet, more or less (3.462 acres, more or less).

EXHIBIT B

LEGAL DESCRIPTION OF GOULD PROPERTY

EXHIBIT C

**IDENTIFICATION OF PROPOSED USES AND
CONSTRUCTION PLANS FOR THE PROPERTY**



Proposed development of site to be some combination of warehouse or similar building and paving, of which this is one possible site plan.

EXHIBIT D

TITLE EXCEPTIONS

1. An easement created by instrument, including the terms and provisions thereof;
Dated: August 13, 1941
Disclosed by deed recorded: October 1, 1946
Book: 1105
Page: 542
In Favor Of: Pennsylvania Salt Manufacturing Company of Washington
For: 3 transmission lines
Affects: Exact location not disclosed
2. An easement created by instrument, including terms and provisions thereof;
Dated: May 15, 1945
Disclosed by deed recorded: October 1, 1946
Book: 1105
Page: 542
In Favor Of: Chipman Chemical Company
For: Pipe line
Affects: Exact location not disclosed
3. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant, (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as contained in CU 2-82
Recorded: April 7, 1982
Book: 1588
Page: 463
4. Memorandum of First Amendment to Administrative Order in the Matter of Gould Superfund Site EPA Docket No. 1091-01-10-106, including the terms and provisions thereof;
Recorded: September 11, 1997
Recorder's Fee No.: 97139105
5. Memorandum of Agreement and Declaration of Covenant Running with the Land, including the terms and provisions thereof;
Dated: October 22, 1997
Recorded: December 22, 1997
Recorder's Fee No.: 97197245
By and Between: The Burlington Northern and Santa Fe Railway Company, Rhone-Poulenc, Inc., Gould Electronics Inc., and Schnitzer Investment Corp.

6. Equitable Servitude and Easement, including the terms and provisions thereof.
Dated: January 21, 1998
Recorded: May 14, 1998
Recorder's Fee No.: 98-82880
By and Between: Schnitzer Investment Corp. and Rhône-Poulenc, Inc.
For: Limitation on groundwater use
Affects: Entire Parcel



Chicago Title Insurance
Company of Oregon

POLICY OF TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY OF OREGON

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY OF OREGON, an Oregon corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

CHICAGO TITLE INSURANCE COMPANY OF OREGON

Issued by:
CHICAGO TITLE INSURANCE
COMPANY OF OREGON
10001 S.E. SUNNYSIDE ROAD
CLACKAMAS, OR 97015
(503) 653-7300

By:

Bradley J. London
President

By:

Thomas J. Adams
Secretary

[Signature]
Authorized Signature

ALTA OWNER'S POLICY (10-17-92)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land, (ii) the character, dimensions or location of any improvement now or hereafter erected on the land, (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing therein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an undivided interest covered by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants or warranties made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either an estate or interest in the land, or an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (1) in case of any litigation as set forth in Section 4(a) below, or (2) in case knowledge shall come to an insured hereunder of any claim of defect or interest which is adverse to the title to the estate or interest insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy or claim to the estate or interest as insured, or be acted as unmarketable.

If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which, in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, in its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured, if the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

SCHEDULE A

Date of Policy: August 5, 1998 at 8:00 a.m. Policy No.: 173848
Amount of Insurance: \$75,000.00 Premium: \$375.00

1. Name of Insured:

UNITED STATES OF AMERICA

2. The estate or interest in the land which is covered by this policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

UNITED STATES OF AMERICA

4. The land referred to in this policy is described as follows:

PLEASE SEE ATTACHED LEGAL DESCRIPTION
(Continued)

LEGAL DESCRIPTION

A tract of Land situated in the Milton Doane Donation Land Claim in Section 13, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Commencing at the most Westerly corner of BRIDGEPORT in the Milton Doane Donation Land Claim in said Section 13, the said point being where the Northwesternly boundary of N.W. Balboa Avenue, now vacated, is intersected by the Southwesterly boundary of N.W. Culebra Avenue, formerly Culebra Street; thence North 44°16' West along the Southwesterly boundary of N.W. Culebra Avenue, formerly Culebra Street, 722 feet to a point of intersection with the Northwesternly boundary of N.W. 61st Avenue; thence North 31°15' East, 600 feet to the true point of beginning of the tract herein described; thence North 31°15' East, 137.58 feet to the most Southerly point of that tract of land conveyed by Bethlehem Pacific Coast Steel Corporation, a Delaware corporation, to Pennsylvania Salt Manufacturing Company of Washington, a Delaware corporation, by Deed recorded October 11, 1945 in Book 1109, Page 256, Deed Records; thence North 22°40'17" East, 71.46 feet; thence North 13°31' East, 151.15 feet to the Southwesterly boundary of N.W. Front Avenue; thence North 41°42'10" West along the Southwesterly boundary of said N.W. Front Avenue, 769.16 feet; thence South 31°15' West, 372.85 feet; thence South 44°16' East, 817.43 feet to the true point of beginning.

Policy No. 173848

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

GENERAL EXCEPTIONS

1. a. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
b. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. a. Easements, liens, encumbrances, interests or claims thereof which are not shown by the public records.
b. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
4. a. Unpatented mining claims;
b. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
c. Water rights, claims or title to water;
whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Policy No. 171848

SCHEDULE B - continued

SPECIAL EXCEPTIONS:

6. Taxes for the fiscal year 1998-99, a lien but not yet payable.
7. An easement created by instrument, including terms and provisions thereof;
Dated: August 13, 1941
Disclosed By Deed Rec: October 1, 1946
Book: 1105
Page: 542
In Favor Of: Pennsylvania Salt Manufacturing Company of Washington
For: 3 transmission lines
Affects: Exact location not disclosed
8. An easement created by instrument, including terms and provisions thereof;
Dated: May 15, 1945
Disclosed By Deed Rec: October 1, 1946
Book: 1105
Page: 542
In Favor Of: Chipman Chemical Company
For: Pipe line
Affects: Exact location not disclosed
9. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant, (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as contained in CU 2-82
Recorded: April 7, 1982
Book: 1588
Page: 463
10. Agreement for Easement, including the terms and provisions thereof;
Dated: June 11, 1990
Recorded: June 13, 1990
Book: 2312
Page: 708
By and Between: Schnitzer Investment Corp., an Oregon corporation and American Industries, Inc., an Oregon corporation

(Continued)

Policy No: 173848

11. Memorandum of First Amendment to Administrative Order in the Matter of Gould Superfund Site EPA Docket No. 1091-01-10-106, including the terms and provisions thereof;
Recorded: September 11, 1997
Recorder's Fee No.: 97139105
12. Memorandum of Agreement and Declaration of Covenant Running with the Land, including the terms and provisions thereof;
Dated: October 22, 1997
Recorded: December 22, 1997
Recorder's Fee No.: 97197245
By and Between: The Burlington Northern and Santa Fe Railway Company, Rhone-Poulenc, Inc., Gould Electronics Inc., and Schnitzer Investment Corp.
13. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant, (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, imposed by instrument, including the terms and provisions thereof.
Recorded: August 05, 1998
Recorder's Fee No.: 98-138574

End of Policy

07/28/98
ar

OWNER'S INFLATION PROTECTION ENDORSEMENT

Attached to Policy No. 173848
Issued by

CHICAGO TITLE INSURANCE COMPANY OF OREGON

Dated: August 5, 1998 at 8:00 a.m.

Premium: No Charge

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the insured owner named in the policy, hereby modifies the policy, as follows:

1. notwithstanding anything contained in the policy to the contrary, the amount of insurance provided by the policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified;
2. 'adjustment date' is defined, for the purpose of this endorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the policy to which this endorsement is attached and on each succeeding January 1;
3. an upward adjustment will be made on each of the adjustment dates, as defined above, by increasing the maximum of insurance provided by the policy by 10% (ten percent) per year for 5 (five) years; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of the policy, less the amount of any claim paid under the policy which, under the terms of the conditions and stipulations, reduces the amount of insurance in force;
4. in the settlement of any claim against the Company under the policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as the date of receipt by the Company of the first notice of the claim, whichever shall first occur.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

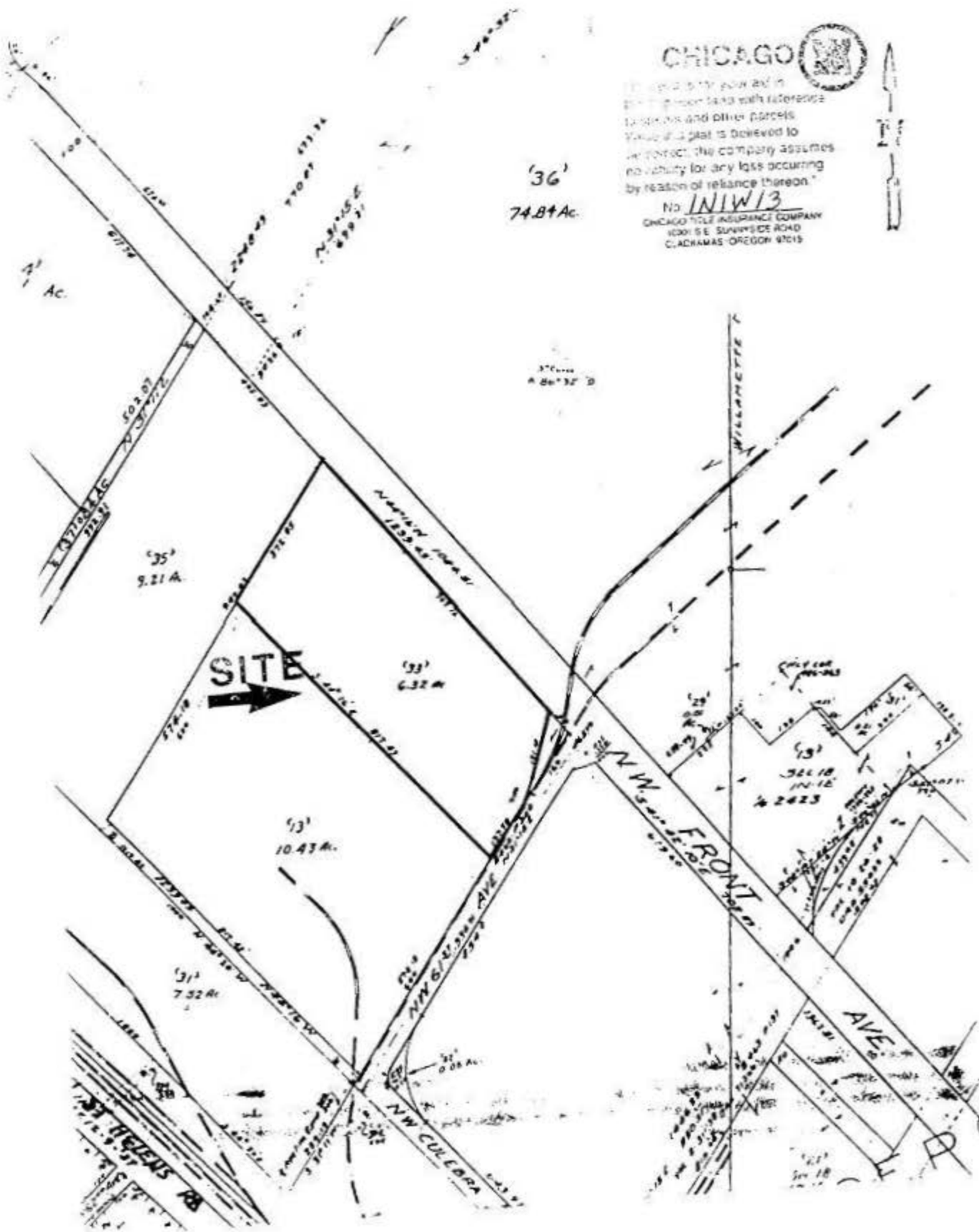
CHICAGO TITLE INSURANCE COMPANY
OF OREGON

BY:

Norman Lee

Authorized Signature

Endorsement No. 78



5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company is proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall describe the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect, condition or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure a reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

To pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay, or

To pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy, and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least

(i) of the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 90 percent of the value of the insured estate or interest with full consideration of the insured, whenever a loss or damage occurs on the Date of Policy or improvement is effected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this policy is subject to the following:

If where a subsequent improvement has been made, as to any part or parts, the Company shall not pay the loss or damage in the proportion that the

amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy.

If where a subsequent improvement has been made as to any part or parts, the Company shall only pay the loss or damage in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single lot, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, as insured in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to protect this right of subrogation. The insured claimant shall warrant the Company to seek, compromise and settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

A payment or settlement or compromise shall fully cover the loss of the insured claimant. The Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not, and the policy for the Company, in that event, shall be required to pay only that part of any losses, incurred against the policy which shall exceed the amount already lost to the Company by reason of the payment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

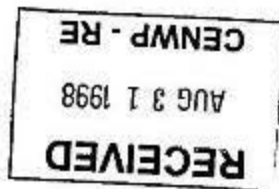
16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

Chicago Title Insurance Company of Oregon
Claims Department
P.O. Box 218
Portland, Oregon 97207



M 173 848



CHICAGO

Recordation requested by
and
after recordation return to:

U.S. Army Corps of Engineers
Real Estate Division
Attention: Ed Berger
P.O. Box 2946
Portland, OR 97208-2946

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk



128.00

98138574 08:00am 08/05/98

009 370223 05 09 000202
A49 20 5.00 100.00 3.00 20.00 0.00

(Space reserved for Recorder's use)

**ENVIRONMENTAL PROTECTION EASEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS**

This Environmental Protection Easement and Declaration of Restrictive Covenants ("Easement") is made this 8th day of July, 1998 by and between **SCHNITZER INVESTMENT CORP.**, ("Grantor"), an Oregon Corporation, having an address of 3200 NW Yeon Avenue, PO Box 10047, Portland, Oregon 97210, on the one hand, and **GOULD ELECTRONICS INC** ("Gould"), an Ohio corporation having an address of 34929 Curtis Blvd., Eastlake, Ohio 44095-4001, and the **UNITED STATES OF AMERICA** and its assigns, ("Grantee"), having an address of **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION X, ECL-111, 1200 SIXTH AVENUE, SEATTLE, WASHINGTON 98101**, on the other hand (collectively "Grantees").

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land located in the county of Multnomah, State of Oregon, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property"); and

WHEREAS, Gould is the owner of a parcel of land located in the county of Multnomah, State of Oregon, more particularly described on **Exhibit B** attached hereto and made a part hereof (the "Gould Property"); and

EO 12812-17563-10 68100-0019

20

WHEREAS, a portion of the Property is part of the Gould Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983; and

WHEREAS, in a Record of Decision dated June 3, 1997 (the "ROD"), the EPA Region 10 Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions:

Construction of a lined and capped on-site containment facility ("OCF"), which has a leachate collection system; excavation and dewatering of East Doane Lake sediments contaminated above specified cleanup levels; excavation of battery cases on the Gould Property and East Doane Lake; treatment of lead fines, stockpiled materials and other lead contaminated material identified as principal threat waste; consolidation of contaminated material in the lined and capped OCF; filling of the East Doane Lake remnant and the open excavation in the lake area on the adjacent Rhone-Poulenc property; imposition of institutional controls; performance of groundwater monitoring to ensure the effectiveness of the cleanup and that contaminants were not mobilized during its implementation; long term operation and maintenance requirements; and reviews conducted no less than every five (5) years to ensure the remedy continues to provide adequate protection of human health and the environment; and

WHEREAS, the ROD selected a remedial action for the soils operable unit of the Gould Site. Remediation of groundwater contamination was not included in the ROD, and may in the future be undertaken as an additional response action at and near the Site under federal or state authority; and

WHEREAS, Gould, Grantor and other respondents to EPA's administrative orders issued in the Matter of Gould Superfund Site, EPA Docket No. 1091-01-10-106, issued on January 22, 1992 and July 8, 1997 are currently in the process of completing remedial design and remedy implementation at the Site; and

WHEREAS, Gould, Grantor and other respondents to EPA's administrative orders are currently negotiating with EPA the terms of a Consent Decree to be issued in a case to be captioned *United States of America v. NL Industries, Inc., Gould Inc., et al.*, which will be filed in the United States District Court for the District of Oregon (the "Consent Decree"); and

WHEREAS, the parties hereto have agreed that it is appropriate and necessary (1) to grant a permanent right of access over the property to the Grantees for purposes of implementing, facilitating and monitoring the remedial action; and (2) to impose on the